



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JANUARY 28, 2025 - 7:00 PM

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

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

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

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

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

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

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

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

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

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

ADDENDUM NO. 1

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

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Principal Tracy D. Jackson, Collins Elementary School - Appreciation of City of Dania Beach Support - *Sponsored by Mayor Davis*
2. Reinier Luna - Presentation on Boys State Experience - *Sponsored by Commissioner Ryan*
3. Special Event Application: *Parks & Recreation*
 - Tri-Rail's Rail Fun Day 2025
4. Request for Proclamation Approval:
 - National Mentoring Month - January 2025 - *Sponsored by Mayor Davis*
 - National GovComms Day - February 21, 2025 - *Marketing and Communications*
5. **Congresswoman Debbie Wasserman-Shultz Award Event - February 19, 2025 - Fee Waiver for I.T. Parker Center Rental**

4. PROCLAMATIONS

1. National Mentoring Month - January 2025 - *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders
 - February 11, 2025 CRA Board Meeting - 5:30 p.m.
 - February 11, 2025 City Commission Meeting - 7:00 p.m.
 - February 25, 2025 City Commission Meeting - 7:00 p.m.

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: January 14, 2025 City Commission Meeting
2. Travel Requests: None.
3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CITY CONTINGENCY FUNDS FOR CHANGE ORDER NO. 2 RELATING TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES”, FOR CONSTRUCTION OF IMPROVEMENTS AT C.W. THOMAS PARK WITH BURKHARDT CONSTRUCTION, INC., FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED AND TWO DOLLARS AND SEVENTY-FIVE CENTS (\$120,702.75), UTILIZING THE APPROVED CONTINGENCY UNDER AUTHORIZED UNDER RESOLUTION 2024-042; AND AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS RELATED TO THE PROJECT PROVIDED THEY ARE WITHIN THE \$1,000,000, APPROVED CONTINGENCY UNDER RESOLUTION 2024-042; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR HARDWARE, SOFTWARE, PROFESSIONAL SERVICES FROM AMC SURVEILLANCE CAMERA AND ELECTRONICS, INC. (AMC), 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)*

5. Approval for Use of City Logo:
The Greater Dania Beach Chamber of Commerce:
 - Go Red for Heart Health – February 12, 2025 (flyer attached)
 - Board Installation Small Business of the Year-May 2025
 - Mayor’s Address-August 2025
 - Breast Cancer Awareness Luncheon – October 2025
 - First Responders Annual Toy Drive Luncheon-December 2025

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES RELATED TO REQUEST FOR PROPOSALS (“RFP”) NO. 24-027; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

2. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATICS COMPLEX, IN THE AMOUNT OF ONE MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$1,688,500.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None.

11. FIRST READING ORDINANCES: None.

First reading ordinances under this section are not subject to public hearing and may be taken all at once, unless pulled by the City Commission. A public hearing and discussion will take place at second reading of all ordinances within its respective section of the agenda.

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA

BEACH, FLORIDA, AMENDING CHAPTER 27 OF THE CITY CODE, ENTITLED “WATER AND SEWERS; ARTICLE IV, ENTITLED “WATER AND SEWER SYSTEM IMPACT FEES”, TO ELIMINATE AN ALTERNATIVE FEE CALCULATION PROCESS IN ORDER TO MAINTAIN CONSISTENCY IN FEE CALCULATIONS AND TO ADHERE TO BEST PRACTICES; AND TO ELIMINATE THE TWO YEAR REVIEW REQUIREMENT BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

13. DISCUSSION AND POSSIBLE ACTION

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ISSUE A CALL TO ARTISTS “CREATIVE VISION” IN ORDER TO ESTABLISH A LIST OF PREQUALIFIED ARTISTS AND PROPOSED ART CONCEPTS FOR A PUBLIC ART PROJECT WHICH IS PROPOSED TO BE AN INNOVATIVE PUBLIC ART CONCEPT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

2. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION “COMMUNITY GRANT POLICY” AND “DISCRETIONARY FUNDS USE POLICY”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Commissioner Lewellen/Finance*)

3. Rescheduling of March 25th City Commission Meeting

14. APPOINTMENTS

1. Advisory Board Appointments - *City Clerk*

Education Advisory Board

1 appointment – Commissioner Rimoli

GE Pension

1 appointment – Commission as a whole

Green Advisory Board

1 appointment – Mayor Davis

1 appointment – Vice Mayor Salvino

Parks, Recreation & Community Affairs

1 appointment – Vice Mayor Salvino

1 appointment – Commission as a whole

Planning & Zoning Board

1 appointment – Vice Mayor Salvino

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Special Event Application Request: Tri Trail's Rail Fun Day 2025

Request:

A special event request has been made by the Goodman Public Relations (on behalf of Tri-Rail) to take place at the Tri Rail Fort Lauderdale Airport Station - 500 Gulf Stream Way, Dania Beach, Florida 33004 on Saturday, February 22, 2025. This event has been held in the past.

Background:

This is an interactive family friendly event with arts & crafts, costumed characters, a talent show, face painting, food trucks, and interactive booths from assorted vendors.

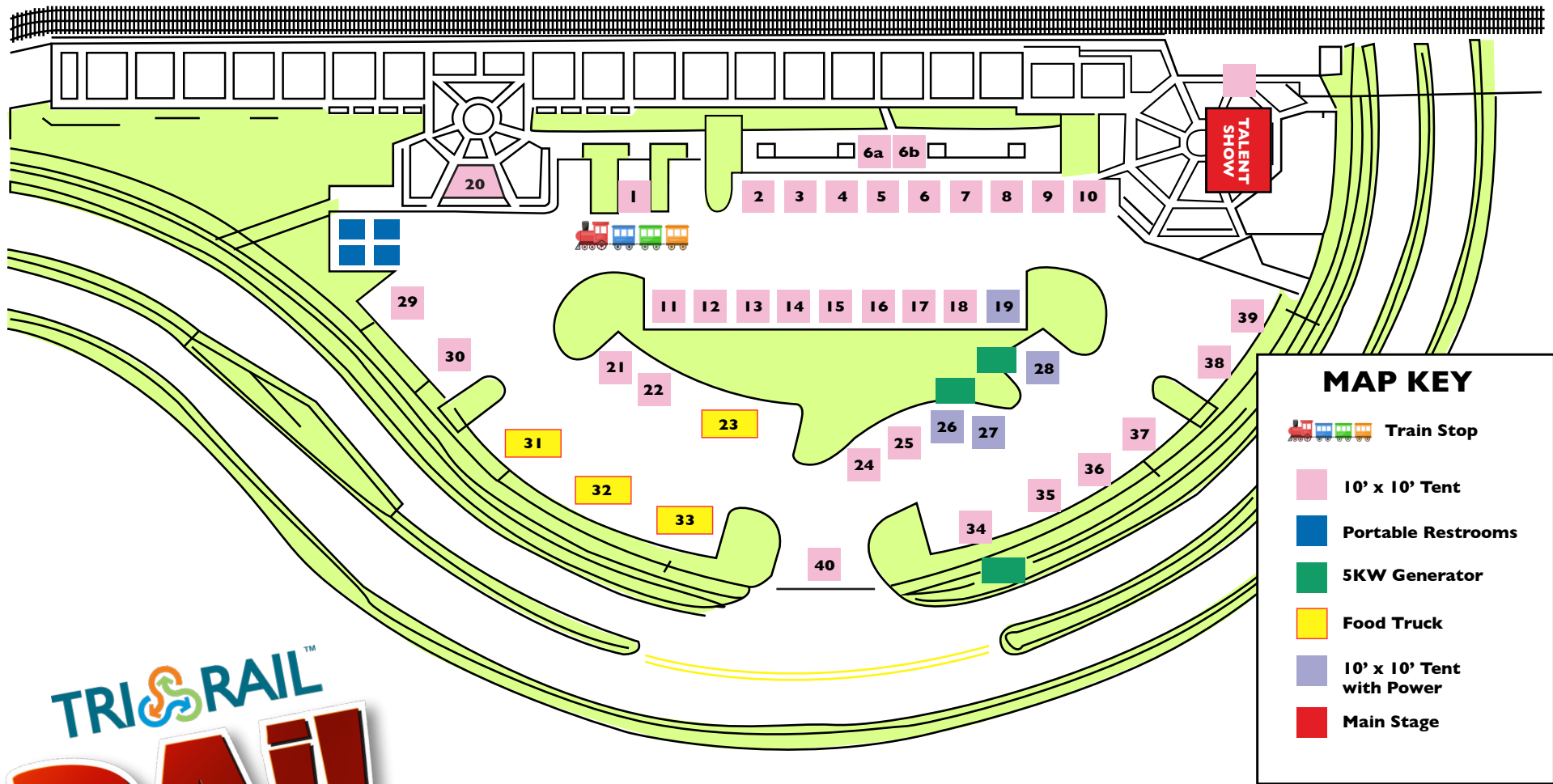
Budgetary Impact

Special Event Application fee of \$150 must be paid

Recommendation

Department Review:	Comments:
BSO Fire:	Complete fire prevention application and submit propane inspection info
Building Official	No issues
Community Development	No issues.
City Attorney	No issues
Code Enforcement	No issues
Planning & Zoning	Application requires edits
Risk Mgmt.-	No issues.
Parks & Recreation	No issues
Public Services	No issues
BSO Police Dept.	No issues.

RAIL FUN DAY EVENT MAP



TRI-RAIL™
RAIL FUN DAY

1. Choo Choo Train
2. Dunkin'
3. Florida Children's Theatre
4. Children's Diagnostic & Treatment Center
5. Dania Dermatology
6. George Green Photo Booth/Tri-Rail
- 6a. Costume/Dressing Area
- 6b. Characters' Cool Down Tent
7. Broward County Transit
8. State of Florida Guardian ad Litem Office
9. Florida Kid Care
10. Rising Starz Music & Performance Academy
11. Abandoned Pet Rescue
12. Broward Center for the Performing Arts

13. Tooth Tales Pediatric Dentistry
14. Broward County Library
15. Cookie Decorating
16. Children's Services Council
17. Broward MPO
18. Broward Schools Transportation
19. Broward Mom Collective
20. Arts & Crafts
21. Eating Area
22. Eating Area
23. Food Truck
- 24-25. Face Painting
26. Le P'ti Club

27. Broward Sea Turtle Conservation Program
28. Cotton Candy
29. BluePrint Strategy Team
30. Water Smart Broward
31. Food Truck
32. Food Truck
33. Food Truck
- 34-35. Florida Panthers Tent & Vehicle
36. CareerSource Broward
37. History Fort Lauderdale
- 38-39. Tri-Rail
40. Security/BSO



PART I: EVENT REQUEST

PART II: APPLICANT

Organization Name Goodman Public Relations (on behalf of Tri-Rail) **Name of Authorized Signatory** Michael Goodman
For-Profit Non-Profit Private (as registered in Sunbiz)
Address: 1995 E. Oakland Park Blvd City, State, Zip: Fort Lauderdale, FL, 33306
Date of registration: May 2014 State registered in: FL Federal ID # 46-5516996
Email Address: Michael@goodmanpr.com Phone: 954-806-2869
Event Coordinator Name Michael Goodman Phone: 954-806-2869
Title: Owner Phone: 954-806-2869 Cell: 954-806-2869
Email address: Michael@goodmanpr.com Fax: 954-446-0801
Additional Contact Name Angeline Fontaine Will you be on site? ☒ Yes ☐ No
Title: Account Executive Phone: 954-802-7075 Cell: 954-802-7075
Email address: angeline@goodmanpr.com Fax: _____

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

PART III: EVENT INFORMATION

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

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

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

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

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

Amusement Ride ☒ Yes ☐ No
If yes, name a contact of company: All About Entertainment

What type of rides are you planning? Trackless Train Ride

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** 5

Events requiring electricity must be permitted.

Company: _____ License #: _____

Name of Electrician: _____ Phone: _____

Entertainment ☒ Yes ☐ No

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

Fencing or Barricades ☐ Yes ☒ No

Include proposed fences in your Site Plan & Narrative

Fireworks & Flame Effects ☐ Yes ☒ No

Name & Contact of Company conducting the show: _____

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

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

Cooking Appliance Types (charcoal grills gas grills, deep fryers, etc.) _____

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

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

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

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

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

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

Music ☐ Yes ☐ No

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

List the type of equipment you will use (speakers, amplifier, drums, etc.):
DJ - Small Speakers with Microphones for talent show

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

Days and times music will be played: February 22, 2025 - 11 a.m. to 3 p.m.

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

Parking Impact ☐ Yes ☒ No If yes, lot location(s)? _____

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

Road Closings ☐ Yes ☒ No If yes, define Closure(s) _____

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

Sanitation & Waste

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

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

Company Name Tri-Rail Contact Michael Goodman Phone 954-806-2869

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 Victor Garcia Phone 954-788-7925

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

Security Company Tri-Rail Contact Victor Garcia Phone 954-788-7925

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 tents (max. 30)

Company Name S + J Tent and Event Rentals Contact Shankar Sirju Phone 954-647-3697

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.

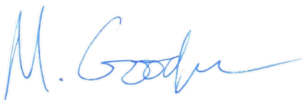
PART VI: SUBMISSION

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

January 3, 2025
Date

From: [Waren, Cassi](#)
To: [Riera, Elora](#)
Subject: FW: IT Parker Venue
Date: Thursday, January 23, 2025 4:48:08 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
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FYI...



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](tel: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: Hallison-Mischler, Tricia <Tricia.Hallison-Mischler@mail.house.gov>

Sent: Thursday, January 23, 2025 6:59 AM

To: tamara tamarajames.us <tamara@tamarajames.us>

Cc: Hallison-Mischler, Tricia <Tricia.Hallison-Mischler@mail.house.gov>

Subject: IT Parker Venue

Good afternoon, Tamara,

Thank you for calling me back yesterday.

We are looking at the IT Parker venue, for the Congresswoman's award event on

February 19th 2025, 6:00 PM for about 115 people.

Thank you for making the connection to the parks and rec team.

Tricia Hallison-Mischler, Outreach Director
Office of Congresswoman Debbie Wasserman Schultz,
FL-25

954-740-2184

Tricia.hallison-mischler@mail.house.gov



Invoice

Print Date: 1/23/2025 5:03 PM

Create Date: 1/23/2025 5:02 PM

Invoice Date

1/23/2025

City of Dania Beach, FL

100 W Dania Beach BLVD

Dania Beach, FL 33004

Invoice Number

0013918

Invoice Status

OPEN

Payer: Deborah Wasserman-Schultz

270 Cannon House Office Building

Washington, DC 20004

Due Date: 1/23/2025

Balance Due: \$1,016.50

<u>Description</u>	<u>Registrant</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Sec Dep</u>	<u>Amount Due</u>	<u>Amount Paid</u>
Multi Facility: I.T. Parker / I.T. Parker Center Cleaning Fee	Deborah Wasserman- Schultz	1	950.00	0.00	950.00	0.00
From 2/19/2025 1:00 PM to 2/19/2025 9:00 PM						

Sub Total 950.00

Sales Tax 66.50

Total 1,016.50

Less Amount Paid 0.00

Balance Due \$1,016.50

Member: Last name...

Facility: All Facilities

Date Range: -

Reservation Id: 2302047

Apply Filter

Actions

☐ Usage	Date	Time	#	Member	Fee	Security
Congress Woman Award Event	2/19/2025	1:00 PM - 9:00 PM	3	Deborah Wasserman-Schultz	\$950.00	\$0.00

Bal Due

☐ Reserved Facility: Multiple Facilities

Print Permits

Details

CRM+

Notes0

Documents0

Tasks0

Reservation Id: 2302047 [Go to Invoice](#)

Note:

Create Date: 1/23/2025

Created By: Racosta

Private Note:

Edit Entire Series

I.T. Parker

Start Date	Day	Setup	Time	Teardown	Group Size
2/19/2025 (Wed)	Wednesday	0 min	1:00 PM - 5:00 PM	0 min	100
Line Description: Award Event					
2/19/2025 (Wed)	Wednesday	0 min	5:00 PM - 9:00 PM	0 min	100
Line Description: Award Event					

I.T. Parker Center Cleaning Fee

Start Date	Day	Setup	Time	Teardown	Group Size
2/19/2025 (Wed)	Wednesday	0 min	1:00 PM - 9:00 PM	0 min	1
Line Description: Award Event					

Support Center

Flex Calendar

Print Version

Go To Check In

Go To POS

Go To FlexForms

Quick Actions

Portal Actions

Shopping Cart

0 pending item(s)

Racosta

Resources



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: January 28, 2025

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

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

Subject: Manager's Report

For your perusal, I have provided you with our first Huddle (official employee newsletter) of the year as well as our 2025 calendar where our senior team worked very closely with me and our Chief Human Resources Officer to choose key inspirational and leadership quotes and create this useful keepsake. Our City Team truly enjoys the details and how "Team" is evident in all we do.

I had a conference call with Landmark Principal, Fransisco Rojo on January 21st. He expressed how happy he was that City Place has its TCO and is grateful for his experience working with our City. We will be planning a ribbon cutting ceremony for March as he wants us/ our elected officials to meet the new residents. The demand for affordable housing via all the applications received far exceeded the available units. He is very open to discussion and future investment/ partnership with our City and will think outside the box regarding affordable smaller units such as studios, etc.

Two key water projects including a major project in the heart of our entertainment district as well as park improvements at Dania Cove via FRDAP will be our focus as we prepare for a day long visit to our State's Capitol. February 19th will be a day filled with meetings as we prepare to advocate for our City projects. The Ron Book team will provide us with a detailed schedule within the next few weeks. April 6th I will be part of a delegation of board members from the Greater Ft. Lauderdale Alliance that will be going to Boston with major goals such as how we can recruit new business and investors to Broward County and of course Dania Beach. I am part of a subcommittee (Sports/ Entertainment) chaired by the CEO of the Florida Panthers. We will be meeting with key stakeholders and executives from the Boston Marathon to the Boston Red Sox. Representing Dania Beach is an honor, and I will seize every opportunity to speak on the "Renaissance" of our City (the gateway to South Florida) and the tax and many benefits of Florida and our region.

Our \$560k investment in citywide LPR's is unprecedented and fully aligned with your number one priority of safety and proactive efforts aligned with being the safest we can be. We are working very closely with our District Chief as we strive to complete all the installations by early spring. We will ensure to get the word out via all possible platforms.

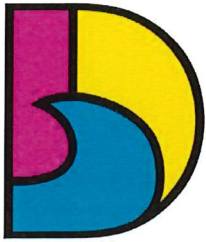
The final public meeting for our Stormwater Master Plan was held this past January 22nd. We are in the final phase of all the data collection and public input as we move to complete this highly detailed and comprehensive analysis that will be presented to you no later than April.

Our CORE Conversations program was a hit in our inaugural year and 2025 promises to be even better as we plan to get the dates out way in advance. The following is our CORE Conversations schedule, June 12th, July 10th, August 14th, September 11th, and October 16th. We will coordinate the above dates with citywide locations. We look forward to coming to a neighborhood near all our residents to engage with our community.

Via a conference call on January 22nd with Luis Mata from the Joe Milton team, he updated me on the upcoming Gulfstream project. The project will commence on the 2nd week of February. Part of the project will include a 4-foot-tall barrier wall that they anticipate will mitigate the current situation with flooding, particularly during king tide. If the aforementioned works as anticipated, we could look into extending the barrier wall. Our Deputy City Manager and our Director of Public Services along with top senior officials from the Joe Milton group met on January 15th to ensure all concerns/ details were addressed.

Maxine will be providing you with the dates and seeking your availability as we move forward with our Strategic Master Plan update process that will commence February 7th and culminate in an in-person round table working meeting/ retreat as we discuss and carve out the game plan for the continued success and the future of Dania Beach.

All City departments are running on all cylinders as you will see from the department reports included herein.



DANIA BEACH
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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: January 28, 2025
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 – December 2024 – Community Development Department

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

Community Development Special Projects:

Comprehensive Plan Evaluation and Appraisal Report (EAR): Upon approval of EAR at the City Commission, Community Development, and our consultant, are working with Broward County Planning Council staff to get the Comprehensive Plan updates recertified at the County level.

Building Code Services – RFP: On October 10, 2024, Community Development posted an RFP No. 24-027 for Building Code Services. Responses were opened on November 8, 2024. The request to award the RFP to C.A.P. Government, Inc. is scheduled for January 28, 2025 City Commission agenda.

Call to Artist “Creative Vision” – RFP: On October 21, 2024, the Public Art Advisory Board requested a new Call to Artist to be focused on South Florida-based artists and creators with a focus on temporary interactive technologically enhanced projects. This request is scheduled for January 28, 2025 City Commission agenda.

Community Development Software: On August 27, 2024, the City Commission awarded the RFP to Tyler Technologies, Inc. for the implementation of a new software system. The kick-off steering committee meeting with the City staff and Tyler Technologies, Inc. is scheduled to begin implementation.

Building Division:

The Building Department reviewed and issued 197 building permits and conducted 1,068 inspections. The Department issued nine Certificates of Occupancy (eight residential and one commercial, Dania Jai, 301 East Dania Beach Blvd.) for the month of December 2024.

Planning and Zoning Division:

SP-036-24 BANYAN BAY SITE PLAN: This site plan request is to redevelop the existing site to fill in the marina and allow the construction of two new warehouses totaling 169,286 SF. This project is currently being reviewed by DRC.

SP-021-24 TESLA DANIA GRIFFIN: This project is a previously developed site with a hotel. The modification request is to convert 64 existing parking spaces into charging stations. The project is currently being reviewed by DRC.

SP-022-20MOD3/SE-033-24/RZ-034-24 Griffin Living: This project is a modification of an existing site. The applicant is requesting a site plan modification to add two parcels to the south to become the common recreation areas for Griffin Living (Pool, cabana, and BBQ area). In addition, this application includes a request for rezoning for concurrency purposes. The special exception is for the outdoor seating for the restaurant proposed on the ground floor. This project is currently being reviewed by DRC.

Miscellaneous Zoning Activities:

The Zoning Division processed 31 new Certificates of Use applications for new businesses in the City for the month of December.

The Zoning Division processed, inspected, and approved two (2) new Vacation Rental Certificates and issued seven (7) renewals of existing operating Vacation Rentals for the month of December.

Code Compliance Division:

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

This month, a total of 75 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 28 bulk notices were issued.

Staff continue to conduct inspections of the waterway in collaboration with Public Services, with a focus on permits, vessel violations, and blight-related issues.

In December, we received three complaints concerning violations related to noise. Please refer to the details below:

Noise Complaint

Date	Address	Type of Noise	Code Officer	Resolution
12/2/2024	216 SE 5 St	Dogs barking	C. Caserta	Unfounded
12/19/2024	212 SW 13 St	Dogs barking early morning and evenings	A. Chavarria	Unfounded
12/31/2024	5512 Lagoon Dr	Dog barking	W. Damis	Unfounded

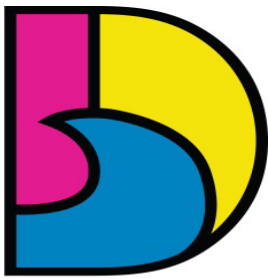
In December, we received eight complaints concerning violations related to vacation rentals. Please refer to the details below:

Vacation Rental Complaints

Date	Address	Violation	Code Officer	Resolution
12/2/2024	402 SE 5 St	Trash can overflowing	C. Caserta	Unfounded; inspected property on the day of pick up and trash was already removed.
12/4/2024	4496 SW 50 St	Broken water line. Sprinkler system comes on daily between 4-6 am that shoots a jet of water into the air.	R. Ali	Officer didn't observe the leak but contacted the owner who stated they would check into it and repair if issue is detected.
12/5/2024	214 SE 6 St	Airbnb tenants playing with fireworks at 5am in the street.	C. Caserta	Unable to determine if tenants set off fireworks. No BSO report received. No further action taken.
12/17/2024	402 SE 5 St	Has dozens of used A/C fans stored on property & trash cans outside.	C. Caserta	No mechanical equipment observed or any other outdoor storage. Trash cans are permitted behind the building line. No further action taken.
12/19/2024	402 SE 5 St	Trash/debris, trash cans placed outside of residence.	C. Caserta	Unfounded, inspected property finding no trash/debris outside. Additionally, trash cans are permitted to be placed outside of the residence behind the building line.
12/26/2024	4406 SW 37 Ave	Operating w/o vacation rental certificate, excessive amount of vehicles in front of house and renting for less than 7 day minimum stay.	R. Ali	The property has a current vacation rental certificate. The minimum stay is 5 days not 7 days and is being advertised correctly. No excessive vehicles being parked at the property; complaint is unfounded.
12/27/2024	402 SE 5 St	Overflowing trash in recycle bin left in front of property.	A. Westberry	Unfounded
12/27/2024	254 SW 8 St	Overflowing trash can in front of property	A. Chavarria	Unfounded

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. 773 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Staff notifies the Beach Ranger Manager when the beach lot is at capacity. The Beach Ranger Manager then notifies the Deputy City Manager and Community Development Director. After this, staff posts lot full signs and directs traffic in the beach lot to keep the traffic flowing for safety.
- 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: January 21, 2025

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 (6)

- Deputy Director Public Services
- Service Worker II (2)
- Recreation Assistant (OC)
- Park Ranger (PT)
- Equipment Operator I (BEAM)

Interview/Offer Process (11)

- Technician, Utility Customer Service
- Officer, Code Compliance
- Assistant City Attorney
- Office Manager
- Transit Coordinator
- Coordinator II, Parks and Recreation Administration
- Beach Lifeguard (PT)
- Beach Lifeguard (OC)
- Service Worker II
- Equipment Operator I (BEAM)
- Deputy Director of Public Services

Background Process (1)

- Facilities Maintenance Technician

Recent Hires/Status Changes (4)

- Officer, Code Compliance
- Coordinator II – Permitting (Internal)
- Beach Lifeguard (OC)
- Risk Manager

Most recently, we have taken an aggressive approach to sourcing within municipalities for hard to fill positions. In effort to garner more traffic to the Deputy Director of Public Services posting, we contacted over 140 potential candidates and encouraged them to apply for the position if they were interested. We have also started doing direct sourcing with Indeed as we do with LinkedIn.

Training and Development

On December 5, our professional trainer, David Alba facilitated two training sessions- Advanced Customer Services and De-escalation Principles Training for all newly hired team members.

On January 14 and 16 we held two Advanced De-escalation Classes in partnership with BSO, which was well attended by over sixty team members. Deputy Hoff conducted the sessions with real life situations which were surprising but effective. Team members were shocked by the candid situations discussed; however, the goal of these sessions is to prepare our out team for real life situations that could occur while they are at work.

Today, January 21, Paula Rojas, the City's UHC representative will be facilitating two training sessions for "Health Heart".

We have renewed our Microsoft Training license for 2025 and will continue to provide all our team members with the opportunity to improve their computer skills. Team members can view various levels of modules in programs such as Word, Excel, and PowerPoint.

Team Member Events

Feedback from our team members continues to support the importance of giving them an avenue for business and social interactions with their peers. Our Rising Stars event held on December 12, was the first of its kind at the City and approximately 175 team members attended this special event. Several team members were recognized and received recognition awards from the City Manager's office, based on nominations sent from directors to the awards selection committee. The feedback from this event was fantastic!

We are looking forward to an extremely productive 2025. We have more team member events and training programs scheduled than the history of the City. Here is the training and events calendar for 2025.

DATE	TRAINING TOPIC	DURATION	TIME	TRAINER
10/1 - 9/30	Vector Solutions - Safety Day Training	8 hours	TBD	Self-pace learning
1/1/2025	**Microsoft Online Training	Unlimited	**See Below	Self-pace learning
1/14/2025	*BSO - Advanced De-escalation Techniques	1 - 1/2 Hour	10:00 - 12:00 PM	Broward Sheriff
1/16/2025	*BSO - Advanced De-escalation Techniques	1 - 1/2 Hour	1:30 - 3:00 PM	Broward Sheriff
1/21/2025	*Health and Safety Training - Topic: Healthy Heart	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
1/21/2025	*Health and Safety Training - Topic: Healthy Heart	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
1/30/2025	Employee Event - Wellness Fair	4 Hours	10:00 - 2:00 PM	N/A
1/30/2025	Legal Training for DB Employees	1 - 1/2 Hour	3:00 - 4:30 PM	Eve Boutsis

2/20/2025	New Hire On-Boarding - 1st Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
2/20/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
2/27/2025	DB Management Team Retreat	6 hours	10:00 - 3:00 PM	Brian Rosenberg
3/6/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
3/6/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
3/13/2025	FOCUS Group - Call Back Session	1 1/2 Hour	10:00 - 12:00 PM	HR Team
3/18/2025	Human Resources Training for Management Team	3 Hours	1:00 - 4:00 PM	HR Team
3/20/2025	Employee Event - Pizza Party	3 Hours	11:00 - 2:00 PM	N/A
3/25/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
3/25/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
3/27/2025	Safety Committee Meeting	2 Hours	10:00 - 12:00 PM	Safety Committee Members
4/1/2025	Human Resources Training for Management Team	3 Hours	1:00 - 4:00 PM	HR Team
4/3/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
4/10/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
4/17/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
4/17/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
4/24/2025	Employee Event - Bring your Child to Work	All Day	All Day	N/A
5/1/2025	*Reasonable Suspicion - Training for Supervisors	2 Hour	10:00 - 12:00 PM	NMS
5/6/2025	*BSO - Stop the Bleed/Hands-Only CPR	45-60 minutes Sessions	9:00 - 3:00 PM	Rebecca Johnson/Broward Sheriff
5/8/2025	*BSO - Heat Stroke Awareness	45-60 minutes Sessions	9:00 - 3:00 PM	Rebecca Johnson/Broward Sheriff
5/13/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
5/13/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
5/15/2025	*Cyber Security Awareness	3 - 4 Hours	TBA	IT Department
5/20/2025	*BSO - Active Shooter Training	45- minutes Sessions	9:00 - 2:45 PM	Broward Sheriff
5/22/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
5/29/2025	New Hire On-Boarding - 2nd Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
5/29/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
6/5/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A

6/5/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
6/12/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
6/12/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
6/12/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
6/26/2025	Safety Committee Meeting	2 Hours	2:00 - 4:00 PM	Safety Committee Member
7/17/2025	Employee Event - Ice Cream Social	3 Hours	11:00 - 2:00 PM	N/A
7/22/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
7/22/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
8/7/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
8/14/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
8/14/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
8/21/2025	New Hire On-Boarding - 3rd Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
8/21/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
8/26/2025	Skill Enhancement Training for all team members	2 Hours	TBD	Shani Lenard
9/4/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
9/24/2025	*Health and Safety Training - Topic: TBA	1 Hour	11:00 - 12:00 PM	Paula Rojas/UHC
9/24/2025	*Health and Safety Training - Topic: TBA	1 Hour	1:00 - 2:00 PM	Paula Rojas/UHC
9/25/2025	Safety Committee Meeting	2 Hours	2:00 - 4:00 PM	Safety Committee Members
10/9/2025	FOCUS Group - Call Back Session	1 1/2 Hour	10:00 - 12:00 PM	HR Team
10/16/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
10/16/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A
10/30/2025	Employee Event - Halloween Celebration	3 Hours	11:00 - 2:00 PM	N/A
11/6/2025	Employee Event - Bring your Dog to Work	All Day	All Day	N/A
11/12/2025	MOT Employee Training for Public Services	TBD	TBD	Kenneth Baldwin
11/13/2025	New Hire On-Boarding - 4th Quarter	7 Hours	9:00 - 4:00 PM	DB Team Members
11/13/2025	New Hire Employee - Call Back Session	1 Hour	4:00 - 5:00 PM	HR Team
11/20/2025	Employee Event - Thriving Thursday	4 Hours	10:00 - 2:00 PM	N/A
12/2/2025	Safety Committee Meeting	2 Hours	10:00 - 12:00 PM	Safety Committee Members

12/4/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	9:00 - 12:00 PM	David M. Alba
12/4/2025	New Hire Employees - Advanced Customer Service Training and De-escalation Principles	3 Hours	1:00 - 4:00 PM	David M. Alba
12/11/2025	Employee Event - Employee Appreciation Celebration	3 Hours	11:00 - 2:00 PM	N/A
12/16/2025	Blood Drive	3 Hours	1:00 - 4:00 PM	N/A

Risk Management, Wellness and Safety

On January 6, we welcomed our first official Risk Manager, Wayne Fletcher. Wayne will be taking the safety program to new levels. Over the next few weeks, he will be conducting walk throughs with the departments and each individual on the safety committee and visiting all City locations to train them on the specifics that they need to look for in safety walk through. Safety inspections are conducted on a monthly basis by each member of the safety committee to ensure that our team members, residents and the general public are safe from hazards. These safety inspections help reduce our worker's compensation and liability claims by being proactive and preventative in nature.

Compensation and Benefits

We recently submitted our annual Public Employers Personnel Information Exchange (PEPIE) survey, joining over 100 other municipalities to analyze job roles and salary ranges within the public sector. This annual survey is used to evaluate and align job and salary placements within our market.

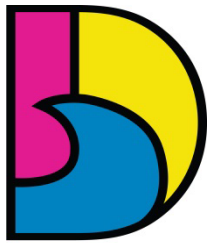
We are preparing for our Annual Health Fair on January 30 at the beautifully renovated I.T. Parker Center! This will be the biggest wellness event we have ever had. This year's event is packed with exciting offerings that include 25 amazing vendors, delicious crepes to enjoy, relaxing foot and chair massages and free biometric screenings for all full- and part-time team members. We have also added on a fitness event in the form of line dancing. We will have many giveaways and lots of opportunities for team members to learn about ways to improve their health.

We are currently in the process of preparing the annual Total Rewards Statements. These statements provide an individualized report to every team member which outlines the total value of their pay and benefits. The City provides numerous benefits they are quantified as part of this report.

Continuous Improvement Projects

We concluded the procurement process and have selected JDXpert as the job description software tool. This tool integrates with NeoGov, our job posting platform and will assist us in managing job descriptions within a database. The accuracy of job descriptions is important not only for team members to understand their responsibilities but to manage the American with Disabilities Act (ADA), requirements and accurately reflect the recruitment processes.

We have also scheduled meetings with a few Human Resources Information Systems (HRIS) vendors to review their products. We are targeting 2026 for implementation of a new HRIS, as the current system is not the efficient and requires extremely tedious and manual processes for the management of employee data. We are looking for a modern software tool to support processes and the growth of the City.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: January 21, 2025

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 is getting close to completion, minus the glass exterior curtain walls, which should be here and ready for installation in March. Concrete molds are being poured to prepare for the installation of the roof trusses.



- IT Parker – Public rentals have resumed. Vercetti is finishing close out punch list items the week of January 20th.
- Mullikin Park – All elements and equipment have been removed, and construction is underway. Playground installation began the week of January 13th. Project completion will be April 2025.
- Olsen Middle School – Staff met with Walters Zackria and their team is doing the preemptive items to begin the design, surveying, soil testing, etc. Walters Zackria was also able to get detailed drawings of Building 3 at Olsen Middles to start rendering a design of the building to incorporate into the project.
- Chester Byrd Park – Staff is working with procurement to put out the RFQ for the design services of the project.
- PJ Meli Park – The agreement to bring Bermello Ajamil on board as the design firm for the project is being brought before City Commission January 28th and then the design will kick off.

Dania After Dark – Taste of Dania Beach was held on January 11th. Almost 400 tickets were sold to the ticketed tasting portion with just over 2500 total attendees at the event. We look forward to the continued growth of this event!

While the annual MLK Parade and Peace in the Park event was cancelled due to weather on January 20th. The MLK weekend was still a success with staff assisting the MLK Renaissance Committee with the sold-out Unity Gala at IT Parker Community Center on Saturday evening and the breakfast at CW Thomas Park on Monday, January 20th.

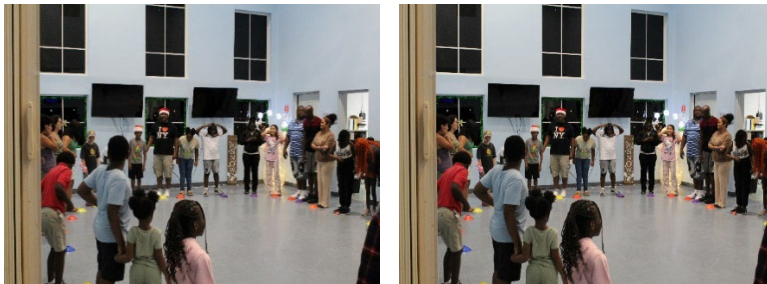
Ocean Rescue Report:

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

Athletic Programs (ongoing/upcoming):

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

CW Thomas Rising Stars held it's first parent engagement night with over 50 parents and children attending for a night of arts, crafts, games and a holiday dinner together.



Staff once again held a successful Winter Break Camp and Teen Winter Break Camp. We are now preparing for Spring Break Camp and Teen Spring Break Camp.

Frost Park hosted the first of this year's flea markets on Saturday, December 7th. Over 80 vendors were there selling items. The next flea market is March 1st.

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.

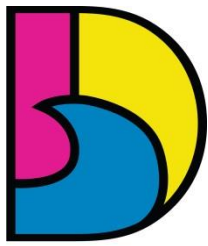


CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: January 21, 2025
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, digital signs and Cable 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 activities from December 2024 through mid-January 2025:

- **Media Relations:** Media coverage for Taste of Dania Beach in Sun Sentinel, Aventura Times, Dania Beach Press, and on WSVN's Deco Drive. Visit Lauderdale also sent one of their social influencers to cover the event.
- **Marketing Materials:** Created marketing materials for Dania After Dark, including flyers, advertisements, social media content, and event signage. Developed promotional assets for internal events, such as the holiday celebration presentation and post-event social media graphics. Created promotional materials and graphics for various Parks and Recreation programs, including signage for the Mullikin Park improvement project, and flyers for multiple recreational programs activities and athletics programs. Produced new graphics for Finance's utility electronic utility billing invoice and kiosk upgrade header. Produced creative materials for the Martin Luther King Jr. sponsored event.
- **Videos:** Production and post-production coordination with Full Moon Creative for the State of the City, Taste of Dania Beach and Wine & Seafood events. Internal team produced pre-and post-event video promos for Taste of Dania Beach and Dinner at the Hall.
- **Internal Communications:** Supported HR recruitment efforts by developing branding for new positions. Designed personalized birthday vouchers for the annual employee birthday card program. Produced the January 2025 Huddle internal newsletter.
- **Website:** Revised project timeline and deliverables with CivicPlus. They are in receipt of our initial assets. Meetings will be held on a regular basis through early 2026. Traffic advisories and press releases for events and meetings were posted online.
- **Consultation & Coordination:** Collaborated with City's consultants on the Stormwater Master Plan to review public-facing print materials, and with the consultants on the new utility water meters program for a roll-out plan and materials.
- **Analytics –**
 - Email campaigns: Emails sent: 6,879. Open rate average: 57%
 - *Facebook:* Reach, 152,304; Profile impressions, 203,566; New followers, 204; Followers, 10,528; Post engagement rate, 6.54%
 - *Instagram:* Profile impressions, 88,879; Reach, 66,203; Page visits, 2.1K; New Followers, 512; Followers, 9,229; Post engagement rate, 3.96%
 - *X:* Followers, 2,911; Post impressions, 1,941; Post engagement rate, 1.6%
 - *YouTube:* Channel views, 1.9K; Subscribers, 583
 - *LinkedIn:* Followers, 1,290; New Followers, 40; Page views, 366
 - *Everbridge:* Community subscribers: 5,448; Alert Dania Beach subscribers: 232; Dania Events subscribers: 86



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: January 28, 2025
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 – December 10, 2024 to January 27, 2025**

Provided below is a summary of the main PSD project activities for roughly the past six 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 18 and their evaluation will be completed before the end of the month. It is expected that work will begin in February 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 granting process is expected to be complex, as it involves an environmental component. 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, was presented and the last public workshop on January 22.

SW 52nd Street Drainage Project – The project is nearing substantial completion, and will complement the successfully completed SW 43rd Terrace drainage project (spring 2024).

City Hall Exterior Improvements – This project entails the total replacement of the surface parking lot between City Hall and the parking garage with a green area bordered by a walking path which will include new lighting. A modification to the scope for the light fixture installation have been made and submitted. Construction is expected to begin in mid-February and take roughly 60 days.



Date: January 28, 2025

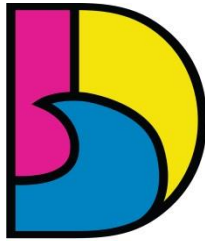
Nyberg Swanson House Refurbishing Project – Many of the main tasks have been completed or are substantially complete, including the masonry restoration and cleaning, lead paint and mold abatement, and plumbing. The refurbishing is expected to be substantially complete in the latter part of January with the ribbon cutting scheduled for the third week in February.

SE Drainage Project – The project's Phase I construction is proceeding according to schedule. The design for Phase II will be completed in early February, followed by the bid process in March. Construction on this final phase is expected to begin in June.

GRANTS

FEMA – 2023 Staffing for Adequate Fire and Emergency Response (SAFER) Grant – FEMA is announcing awards incrementally. As of January 21, 2025, no decision has been made on the City's SAFER application, and PSD is following up periodically to seek updates. The last SAFER award group was dated 9/23/24 at their website, and PSD is periodically inquiring as to status.

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 City was notified on January 9, 2025 that both grants totaling \$212,000 have been awarded! The acceptance letter must be returned by January 27, 2025.



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

MEMORANDUM

DATE: January 20th, 2025

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 – November - January 2025

Below are the monthly crime reports for part 1 crimes from 11/29/2024 to 1/19/2025:

	BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 11/29/2024 - 1/19/2025									
Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT	1	1		3			2	1		8
AGGRAVATED BATTERY		1		3	1		1			6
AUTO THEFT	2	1	2			2	5			12
AUTO THEFT - MOTORCYCLE							1			1
AUTO THEFT - TRUCK / BUS	1									1
AUTO THEFT RECOVERED				1						1
BURGLARY BUILDING/STRUCTURE	2						1			3
BURGLARY BUSINESS		1	1	1	1	3			2	9
BURGLARY CONVEYANCE	6	4	2	1	6	7		1	4	31
BURGLARY RESIDENCE	1	4		2	2		1			10
ROBBERY			1	2			3			6
ROBBERY BY SUDDEN SNATCHING	1			1					1	3
SEXUAL BATTERY	1			1						2
THEFT - ALL OTHER	14	4	7	5	6	5	2	2	1	46
THEFT - BICYCLE	2	1			1				1	5
THEFT - MOTOR VEHICLE PARTS	3	5	3	2		1	4			18
THEFT - POCKET PICKING						1				1
THEFT - RETAIL / SHOPLIFTING		7	10	2	3	5			19	46
Grand Total	34	29	26	24	20	24	20	4	30	211

CRIME

025

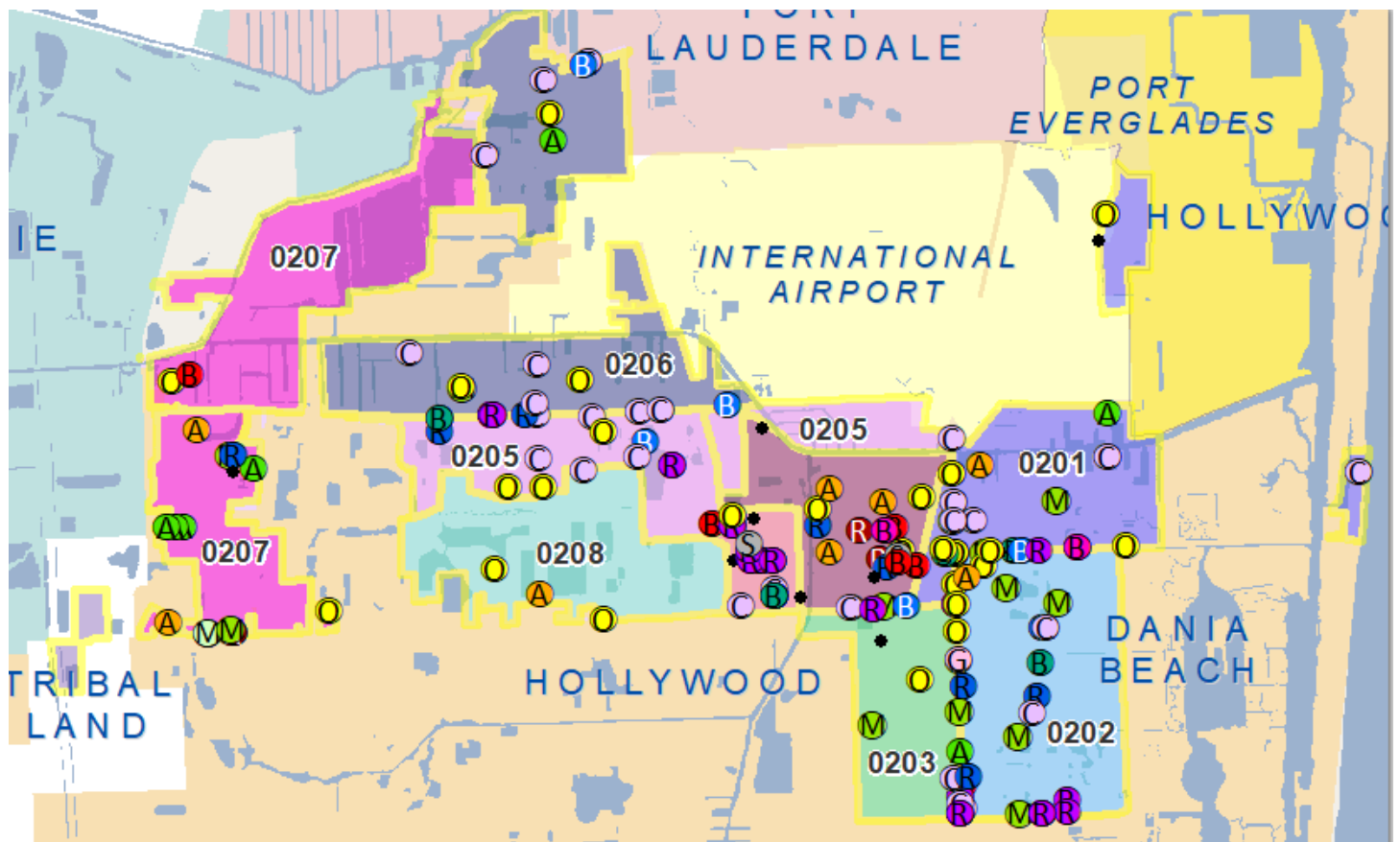
Monthly Crime Report

211 Incidents

- All Other Values (10)

- A** AGGRAVATED ASSAULT (8)
- B** AGGRAVATED BATTERY (6)
- A** AUTO THEFT (12)
- M** AUTO THEFT - MOTORCYCLE (1)
- T** AUTO THEFT - TRUCK / BUS (1)
- B** BURGLARY BUSINESS (9)
- C** BURGLARY CONVEYANCE (31)

- R** BURGLARY RESIDENCE (10)
- R** ROBBERY (6)
- S** ROBBERY BY SUDDEN SNATCHING (3)
- B** SEXUAL BATTERY (2)
- O** THEFT - ALL OTHER (42)
- B** THEFT - BICYCLE (5)
- M** THEFT - MOTOR VEHICLE PARTS (16)
- P** THEFT - POCKET PICKING (1)
- R** THEFT - RETAIL / SHOPLIFTING (46)
- G** THEFT FROM BUILDING (2)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **increased**.
- Auto thefts **decreased by 21%**
- Burglary incidents **increased** by 35%.
- Robberies **decreased by 10%**
- Total thefts greatly contributed to the increase in overall crime, **increasing** by just over 78%
- Theft of motor vehicle parts and shoplifting related thefts **nearly doubled**

Total Arrests

11/29/2024 – 1/19/2025
219

- 176 arrests made by Road Patrol
- 17 arrests made by the Crime Suppression Team
- 26 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- A suspect was identified, arrested and charged with multiple counts of burglary and auto theft, after a coordinated investigation with Pembroke Pines Police Dept.
- A motorist was arrested after committing a burglary battery on another motorist. The suspect reached into the victim's vehicle and punched them in the face, following a road rage incident.
- A suspect was driving suspiciously in an area prone to burglaries. A traffic stop was conducted, and the driver had an active warrant and was arrested.
- A suspect was arrested after burglarizing the victim's vehicle, stealing their gun, and pawning it at a local pawn shop.
- Soleste Seaside's office/cleaning closet was burglarized. The suspect was identified and charged accordingly.
- A juvenile was arrested while wearing a mask and carrying a gun in Dania Pointe.
- Detectives arrived on scene of Sprouts Farmers Market, while a burglary and theft were in progress. The suspect was taken into custody and charged.
- Multiple arrests were made relating to retail thefts at Sephora.
- Additional retail theft arrests were made in Dania Pointe, including at TJ Maxx, Sprouts Farmers Market, The Nike Store, and Shoe Carnival.

Proactive Enforcement

In response to numerous complaints of drug usage along Federal Highway, a search warrant was executed at a hotel room at the Deluxe Inn. As a result, fentanyl, cocaine, and a firearm were recovered. The suspect was arrested and is currently on parole for homicide. Additional felony narcotics arrests were made along the Federal Highway corridor.

CST detectives took a juvenile into custody in Dania Pointe. He was found to be in possession of a stolen firearm. He was arrested and charged accordingly.

Additionally, numerous traffic stops were conducted by the detectives. Cocaine, MDMA, and methamphetamine were recovered during the various stops. Numerous suspects were arrested including some with outstanding felony warrants.

Throughout the past seven weeks, a total of 17 arrests were made by CST detectives.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motormen and road patrol deputies, 369 warnings and citations were issued during the last seven weeks. One driver was found to be under the influence and arrested.
- At the end of November, BSO Motorcycle Unit assisted Palm Beach Sheriff's Office with traffic during a memorial service for multiple deputies laid to rest after a fatal car accident.
- School zones near SE 5th Ave and Dania Beach Blvd continue to be regularly monitored for speeding violations.
- 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

- Dep. Reyes encountered a transient subject seeking substance abuse assistance. Unfortunately, reunification was not an option due to his addiction and family history. Dep. Reyes successfully worked with the intake team at Broward Addiction Recovery Center (BARC) who agreed to immediately assess the patient and place him into the program that day.
- Dep. Reyes also worked with a family who was served with an eviction and had minimal time to find another home. The mother was employed, however, struggled to afford rental fees. Dep. Reyes has a great working relationship with management at Fero's Court Motel and they agreed to provide the family with housing at a discounted rate for a few months until she was able to

get financially stable. This allowed for her young child to remain at his current school (which he was thriving at).

- The Homeless Outreach Unit has been working diligently at the old “Sheridan House” located at 4200 SW 54th Court due to vagrants regularly entering the abandoned property. The structure has been cleared on a weekly basis while waiting for the contractor to properly secure the property (pending receipt of materials). On December 11, the unit, along with road patrol deputies, met with the contractor to clear the property of any subjects while the crew secured each entry point.
- The Homeless Outreach Unit continues to check for vagrant activity at 22 SW 6th Avenue. The property owner has worked closely with deputies, following their advice for maintaining and securing the property. Enforcement action has been taken, especially for repeat offenders.
- Dep. Reyes worked with an at large Dania Beach subject, “Groovy”, whose homeless status began to interfere with his mental state. Groovy received mental health assistance, while Dep. Reyes secured a bed at the Central Homeless Assistance Center (HAC). Groovy will now have access to a case manager and resources to improve his situation.
- Homeless Outreach deputies assisted the City of Dania Beach in resecuring the property at 148 N Federal Hwy (formerly, Jimmies Chocolates) due to vagrants entering the property.
- Deputies spoke to the property manager of 336 E Dania Beach Blvd (Ideal Plaza), due to growing concerns of homeless activity and illegal parking. An enforcement check was conducted, and the plaza was cleared out.
- 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

Shop with the Sheriff – December 5, 2024 – BSO held the annual Shop with a Sheriff event with students from all over Broward County. Each student was paired with a deputy and provided \$200 to buy whatever he/she wanted. Dep. Hoff and Dep. Session brought 10 children from Dania Beach to partake in the event.

BSO vs City of Dania Beach Annual Kickball Game – December 13, 2024 – BSO NST Unit held the 3rd Annual Kickball game with City of Dania Beach employees & residents. The event was held at PJ Meli Park. Unfortunately, neither Dep. Hoff nor Dep. Session could remember the final score. However, City of Dania Beach were declared the winners.

Cocoa with a Cop – December 18, 2024 – BSO NST Unit held their annual Cocoa with a Cop event at Collins Elementary. Approximately 100 students got the opportunity to have hot chocolate, marshmallows, and sweet treats as they participated in interactive activities and received safety tips before the winter break.

BSO Grants a Wish – December 19, 2024 – Each year, BSO NST grants the wishes of some very lucky students that are selected by their school resource deputy. This year there were two students chosen from Dania Beach Elementary and two students from Collins Elementary. The students are selected based on hardships they may have overcome or performance during the school year. The selected student provides a “wish list” to the school resource deputy, who then provides it to Dep. Hoff & Dep. Session. With the help of donations from BSO Dania Beach Deputies and Dismas Charities, the children are gifted with as many items as possible off the wish list.

BSO FIRE Gift Giveaway – December 23, 2024 – BSO NST accompanied BSO FIRE with the distribution of gifts to four different recipients’ homes. BSO FIRE created a box of gifts for all the children in each selected home.

De-Escalation Presentation- January 14, 2025, January 16, 2025 – BSO NST facilitated a De-Escalation presentation to City of Dania Beach employees. Employees were reminded of the importance of de-escalation at work & home.

Meetings Zoom/In Person

- **December 3, 2024** – C.O.P Training for new members – 1:00pm – 3:00pm
- **December 4, 2024** – Jewish Informational Training – 12:00pm – 1:30pm
- **December 10, 2024** – Annual District Award Luncheon – 11:00am
- **December 12, 2024** – City of Dania Beach Holiday/Awards Luncheon – 11:00am
- **December 16, 2024** – Dania Beach Chamber Holiday Luncheon– 11:30am
- **December 17, 2024** – Firearms Training – 8:00am – 4:00pm
- **January 8, 2025** – Dania Beach Chamber Meeting – 11:30am
- **January 9, 2024** – C.O.P. Monthly Meeting – 5:00pm
- **January 14, 2025** – De-Escalation Presentation – 10:00am – 11:30am
- **January 14, 2025** – Estates of Ft Lauderdale Women’s Club – 12:00pm
- **January 15, 2025** – Drowning Prevention Monthly Meeting – 9:30am
- **January 15, 2025** – Dania Beach Woman’s Club Meeting – 12:00pm
- **January 16, 2025** – Gracefully Aging Meeting – 10:00am
- **January 16, 2025** – De-Escalation Presentation – 2:00pm – 3:30pm
- **January 16, 2025** – College Gardens H.O.A. Meeting – 6:00pm



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
11/29/2024 – 1/19/2025

THERE WERE A TOTAL OF **516** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST SEVEN WEEKS.

Calls for Service - 240 Zone		Total
01-DRUNK DRIVER		2
03-HIT & RUN		8
03I-HIT & RUN WITH INJURIES		1
04-ACCIDENT-MINOR		33
04I-ACCIDENT WITH INJURIES		5
07-DEAD PERSON		1
08-MISSING PERSON/RUNAWAY		1
09-STOLEN TAG		2
10-50 TRAFFIC STOP		4
10-STOLEN VEHICLE		2
11-ABANDONED VEHICLE		1
12-RECKLESS DRIVER		2
13I-SUSPICIOUS INCIDENT/PACKAGE		26
13P-SUSPICIOUS PERSON		3
14-INFORMATION		23
16-CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT		1
18-FELONY WARRANT		4
19-MISDEMEANOR WARRANT		2
20-MENTALLY ILL PERSON		5
21A-BREAKING & ENTERING (BURGLARY) ATTEMPT		1

21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL	4
22-DISTURBANCE/NUISANCE	23
22N-DISTURBANCE-NOISE COMPLAINT	2
25VF-VEHICLE FIRE	1
30-LARCENY	24
31-ASSAULT	5
32-SUICIDE-SUICIDE ATTEMPT	1
36-FIGHT	1
37-DISTURBANCE JUVENILE	1
38-DOMESTIC DISTURBANCE	3
39-DISTURBANCE NEIGHBOR	1
41A-ROBBERY-ATTEMPT	1
49A-AUDIBLE/INTRUSION ALARM	26
51-TRESPASSING	14
53-EMBEZZLEMENT-FRAUD	2
66-CIVIL MATTER/CUSTODY ISSUE	16
67BU-MEDICAL-BURN	1
67CR-MEDICAL-CARDIAC/RESPIRATORY ARREST	1
67FI-MEDICAL-FALL INJURY	1
68-POLICE SERVICE CALL	192
72-LOST/FOUND PROPERTY	12
73-TRAFFIC/PARKING COMPLAINT	3
74-RECALL	10
76-AOA (ASSIST OTHER AGENCY)	13
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	29
COMMERCIAL STRUCTURE FIRE ALARM	1
Grand Total	516

THERE WERE A TOTAL OF 30 PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST SEVEN WEEKS.

Part 1 Crimes - 240 Zone		Total
BURGLARY BUSINESS		2
BURGLARY CONVEYANCE		4
ROBBERY BY SUDDEN SNATCHING		1
THEFT - ALL OTHER		1
THEFT - BICYCLE		1
THEFT - RETAIL / SHOPLIFTING		19
THEFT - TAG		2
Grand Total		30

THERE WERE A TOTAL OF **101** NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST SEVEN WEEKS.

INCIDENTDATE	INCIDENTADDRESS	ZONE
12/25/2024 7:39:56 PM	102 NE 2ND CT	0201
1/18/2025 10:20:12 PM	1081 SE 6TH AV	0202
12/29/2024 7:01:50 AM	1101 W DANIA BEACH BLVD	0204
12/27/2024 11:49:36 PM	1150 S FEDERAL HWY	0203
1/3/2025 11:22:41 PM	1150 S FEDERAL HWY	0203
1/4/2025 11:36:13 PM	1150 S FEDERAL HWY	0203
12/3/2024 11:12:54 PM	120 N COMPASS WAY	0240
12/15/2024 1:24:01 AM	120 N COMPASS WAY	0240
1/3/2025 10:57:43 PM	1351 W DANIA BEACH BLVD	0204
12/7/2024 11:34:33 PM	1440 ARGONAUT ISLE	0205
12/29/2024 12:26:29 AM	1450 SE 3RD AV	0202
1/4/2025 11:57:30 PM	1469 NW 10TH ST	0205
12/31/2024 11:09:13 PM	150 S BRYAN RD	0204
12/31/2024 11:52:55 PM	150 S BRYAN RD	0204
1/8/2025 12:57:57 AM	150 S BRYAN RD	0204
12/24/2024 9:00:06 PM	2000 STIRLING RD	0208
1/3/2025 11:08:11 PM	204 SE 4TH TER	0202
12/25/2024 7:12:55 PM	2060 STIRLING RD	0208
12/28/2024 10:01:02 PM	208 SE 4TH TER	0202
1/11/2025 11:13:33 PM	210 SE 5TH ST	0202
12/8/2024 5:10:30 AM	214 SE 6TH ST	0202

11/30/2024 7:59:22 PM	217 SE 3RD TER	0202
12/15/2024 6:11:48 AM	217 SE 3RD TER	0202
12/15/2024 8:42:27 AM	217 SE 3RD TER	0202
12/28/2024 1:43:43 AM	222 N FEDERAL HWY	0201
12/15/2024 3:34:56 AM	225 SE 3RD TER	0202
12/8/2024 2:11:43 PM	2251 STIRLING RD	0208
12/8/2024 4:54:25 PM	2251 STIRLING RD	0208
12/16/2024 5:47:55 AM	235 SE 6TH ST	0202
1/10/2025 10:07:46 PM	236 SE 8TH ST	0202
1/6/2025 4:37:40 AM	24 NW 14TH AV	0204
1/1/2025 2:53:47 AM	2400 SW 58TH MNR	0208
11/30/2024 3:38:28 AM	2450 SW 54TH ST	0208
12/28/2024 2:39:54 AM	2460 STATE ROAD 84	0206
1/19/2025 10:18:16 PM	2460 STATE ROAD 84	0206
1/19/2025 1:49:40 AM	25 SE 15TH ST	0202
1/19/2025 6:27:29 AM	25 SW 10TH ST	0203
1/14/2025 6:58:13 PM	25 SW 14TH ST	0203
1/19/2025 7:49:20 PM	2511 SW 58TH MNR	0208
12/24/2024 11:58:29 PM	2716 SW 46TH ST	0206
12/25/2024 4:32:06 AM	28 NE 1ST CT	0201
1/19/2025 11:14:42 PM	30 NW 13TH AV	0204
12/25/2024 9:30:44 PM	30 NW 7TH AV	0204

12/1/2024 5:51:10 PM	300 NE 2ND ST	0201
1/18/2025 3:27:53 PM	3080 SW 46TH CT	0206
11/30/2024 9:33:37 AM	311 SE 3RD ST	0202
12/19/2024 6:05:13 AM	3181 SW 44TH ST	0206
12/11/2024 1:03:57 AM	321 SHERIDAN ST	0202
12/1/2024 10:12:27 PM	3265 GRIFFIN RD	0206
11/29/2024 10:59:58 PM	37 SW 14TH ST	0203
12/3/2024 10:48:04 PM	37 SW 14TH ST	0203
12/10/2024 1:43:18 AM	4 N FEDERAL HWY	0201
12/19/2024 9:36:47 PM	4 N FEDERAL HWY	0201
12/28/2024 12:12:32 AM	4 N FEDERAL HWY	0201
12/25/2024 10:15:42 PM	411 SE 6TH ST	0202
12/25/2024 8:39:35 PM	414 SE 5TH ST	0202
1/19/2025 1:50:52 AM	42 SE 10TH TER	0202
1/10/2025 10:02:49 PM	43 SW 12TH ST	0203
12/20/2024 5:52:46 PM	4503 SW 27TH AV	0206
12/22/2024 7:24:31 PM	4503 SW 27TH AV	0206
1/4/2025 3:07:29 AM	475 W DANIA BEACH BLVD	0204
11/30/2024 11:06:50 PM	481 S FEDERAL HWY	0202
12/16/2024 8:04:51 PM	4833 SW 44TH TER	0207
1/5/2025 10:20:31 AM	4833 SW 44TH TER	0207
1/1/2025 12:12:25 AM	4944 WHISPERING WAY	0205

11/29/2024 2:09:57 AM	4981 SW 29TH TER	0205
12/20/2024 9:58:25 PM	4991 SW 29TH TER	0205
1/6/2025 10:49:30 PM	5051 SW 29TH WAY	0205
1/1/2025 2:53:55 AM	5061 SW 29TH WAY	0205
12/25/2024 3:41:54 AM	5145 SW 26TH AV	0205
1/9/2025 9:19:15 PM	5145 SW 26TH AV	0205
1/19/2025 11:19:30 PM	5220 SW 26TH AV	0205
12/28/2024 5:27:20 PM	5310 SW 26TH AV	0208
1/7/2025 8:30:42 AM	5385 SW 40TH AV	0207
1/8/2025 8:34:32 AM	5385 SW 40TH AV	0207
1/14/2025 5:34:33 PM	5385 SW 40TH AV	0207
1/15/2025 7:42:25 AM	5385 SW 40TH AV	0207
1/12/2025 11:36:54 PM	5505 SW 44TH TER	0207
12/6/2024 10:14:55 PM	5512 LAGOON DR	0208
12/31/2024 8:11:17 PM	5512 LAGOON DR	0208
12/26/2024 11:54:40 PM	5820 LAKESHORE DR	0208
12/8/2024 3:25:03 PM	5980 SW 23RD AV	0208
12/23/2024 12:07:02 AM	60 SW 15TH ST	0203
1/19/2025 2:15:12 AM	60 SW 15TH ST	0203
11/29/2024 1:21:32 AM	601 E DANIA BEACH BLVD	0201
1/15/2025 9:40:14 PM	601 E DANIA BEACH BLVD	0201
1/19/2025 10:50:14 PM	685 SW 7TH TER	0203

1/2/2025 12:03:57 AM	720 SW 6TH ST	0203
12/31/2024 6:34:59 PM	801 S FEDERAL HWY	0202
12/9/2024 8:54:17 PM	825 E DANIA BEACH BLVD	0201
1/18/2025 11:10:47 PM	87 SW 14TH ST	0203
1/1/2025 12:11:10 AM	GRIFFIN RD / SW 23RD TER	0206
1/1/2025 9:23:26 PM	GRIFFIN WB I95 WO	0206
12/6/2024 10:20:01 PM	NW 1ST ST / NW 12TH AV	0204
12/6/2024 6:49:40 PM	SE 2ND AV / SE 11TH TER	0202
1/18/2025 10:33:53 PM	SE 3RD AV / SE 2ND TER	0202
12/8/2024 2:29:46 PM	SW 23RD AV / STIRLING RD	0208
12/6/2024 11:33:24 PM	SW 25TH AV / SW 58TH MNR	0208
12/30/2024 5:05:18 PM	SW 27TH AV / GRIFFIN RD	0205
1/1/2025 2:08:48 AM	SW 3RD AV / SW 12TH ST	0203
11/30/2024 2:49:46 AM	SW 42ND ST / RAVENSWOOD RD	0206



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

DATE: January 21, 2025

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 December 4, 2024, through January 21, 2025 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 01/21/2025.
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 01/21/2025.
- Fire Truck (Quint 1 FRES2264) our ladder truck is officially back into service at Fire Station 17 with new designation as Quint 17.
- 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 – The City was officially denied.
- Fire Safety Inspections station 1 and 17
- Broward County Integrated Preparedness Working Group meeting
- Shop with the Sheriff Event



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

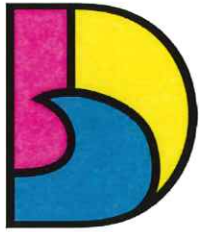
- Team Recognition and Holiday Gala Dania Beach
- CASS Reaccreditation preparation Fire Station 17
- Budget Preparation initial meeting with Command Staff Fire Rescue
- Sheriff Dr. Gregory Tony Swearing-In Ceremony
- MLK Day preparation meeting
- Statewide Emergency Management Meeting with FDEM

Training during this period –

- Coffee Break / Kitchen Table talk with crews at Fire Station 1 and 17
- Company training – Professional Development
- Pre-Fire plans by Station 1 and 17

Community Outreach –

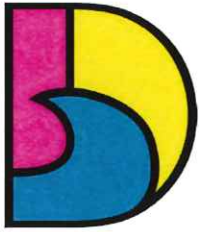
- Rescue 201 and R17 assisted with Cadet Training
- Station 1 and 17 crews participated at Dania Beach Annual Fall Festival
- E1 Delivered Holiday Cheer to 9 Dania Beach Families.
- Light House Community Church toy give away Fire Crew participation.
- Menorah Lighting Ceremony at Dania Pointe Fire Crew participation.
- Dania Beach Senior Citizens Meetings December/January
- Dania After Dark
- Flood Safety and Preparedness Event at CW Thomas partnered with Memorial Hospital
- Car Seat installation for Citizen at Fire Station 17 by LSE David Walker
- DW Carfit Technician and Coordinator Training Class LSE David Walker
- Salute to First Responders luncheon by Chamber of Commerce
- Meeting with Olsen Middle, Life Safety Educator, DC Pellecer
- MLK Breakfast with Fire Station 1 crew and DC Pellecer



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

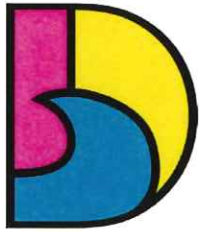




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**CITY OF DANIA BEACH
BROWARD SHERIFF'S OFFICE (BSO)
EXTERNAL MEMORANDUM**





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



District Summary
12/1/2024 - 12/31/2024

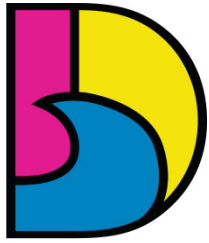
	Dania Beach
Plans Reviewed	49
Annuals	162
BTRs	9
No Access	33
Vacant	20
Complaint	6
1st Reinspection	4
2nd Reinspection	0
3rd (or more) Reinspection	0
Permit Inspections	34
Total Inspections	234
FY Annuals % Complete	25.7%

Incidents By Call Type by Hour Dania Beach

From: 12/01/2024 00:00:00 To: 12/31/2024 23:59:59

INCIDENT TYPE	Total
ABDOMINAL PAIN	16
ACCIDENT HIGHWAY	1
ACCIDENT WITH INJURIES	30
ALLERGIC REACTION	2
ANIMAL BITE	2
ASSAULT	6
BACK PAIN	3
BURN	1
CARDIAC/RESPIRATORY ARREST	5
CHEST PAINS NON-TRAUMATIC	12
CHILD/ELDERLY ABUSE/ABANDONMENT/NEGLECT	1
CHOKING	2
COMMERCIAL STRUCTURE FIRE	1
CONFINED SPACE/STRUCTURE COLLAPSE	1
DIABETIC	5
DOMESTIC DISTURBANCE	8
DROWNING	1
ELECTRICAL UTILITY FIRE	5
ELEVATOR RESCUE	1
EXPLOSION	1
EXTRICATION/ENTRAPPED (MACHINERY - NON MVA)	1
FALL INJURY	41
FALL NO INJURY	13
FIGHT	4
FIRE ALARM	1
FIRE ALARM - COMMERCIAL STRUCTURE	20
FIRE ALARM - HIGH LIFE HAZARD	9
FIRE ALARM - HIGH RISE	5
FIRE ALARM - MULTI-FAMILY	4
FIRE ALARM - RESIDENTIAL	2
FIRE OR MEDICAL SERVICE CALL	15
GAS LEAK/GAS ODOR	2
HAZ-MAT INCIDENT	1
HEADACHE	1
HEART PROBLEMS	2
HEMORRHAGE OR LACERATION	6
HIGH HAZARD STRUCTURE FIRE	1
HIGH RISE FIRE	1
HIT AND RUN WITH INJURIES	2
INJURY	6
MEDICAL ALARM	1
MENTAL ILLNESS	1
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIAGE	3
ODOR (STRANGE/UNKNOWN)	1
OPEN WATER BOAT MARINE ACCIDENT	1
OUTSIDE FIRE	3
OVERDOSE OR POISONING	4
RESIDENTIAL FIRE	2
SEIZURE	12
SHOOTING	1
SICK PERSON	63
STROKE	5
SUICIDE ATTEMPT	3

TRAFFIC ACCIDENT STANDBY	1
TROUBLE BREATHING	36
UNCONSCIOUS OR FAINTING	44
UNKNOWN MEDICAL	11
Total	433



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: January 15, 2025

SUBJECT: Finance Monthly Report – November 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

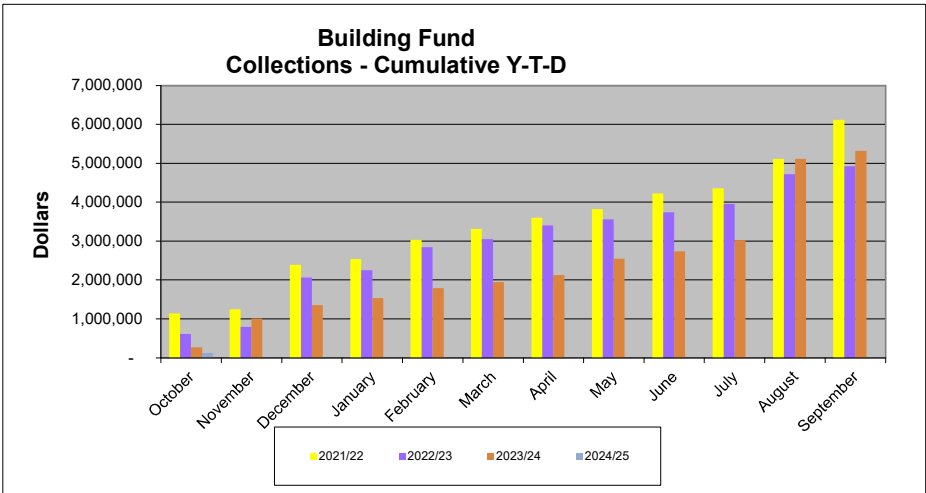
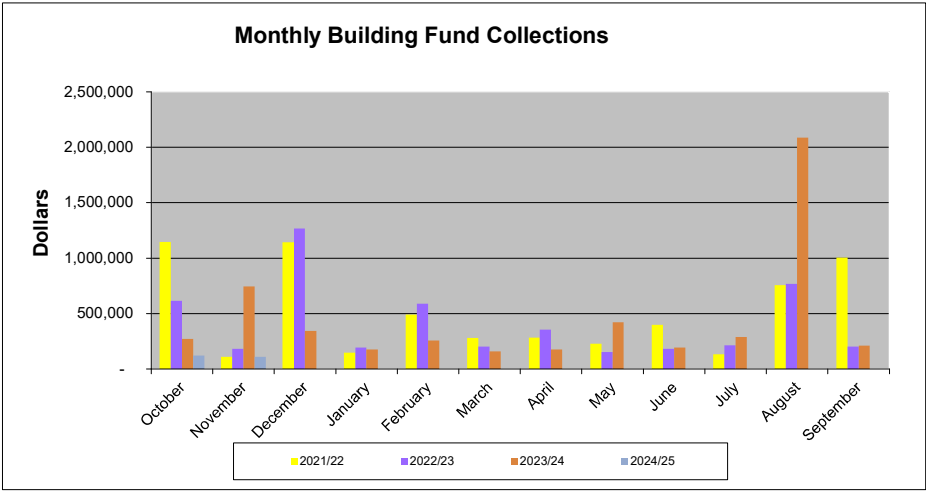
Contingency and Fund Balance Estimate

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	110,166
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	230,781

	<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	230,781
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 November 2024



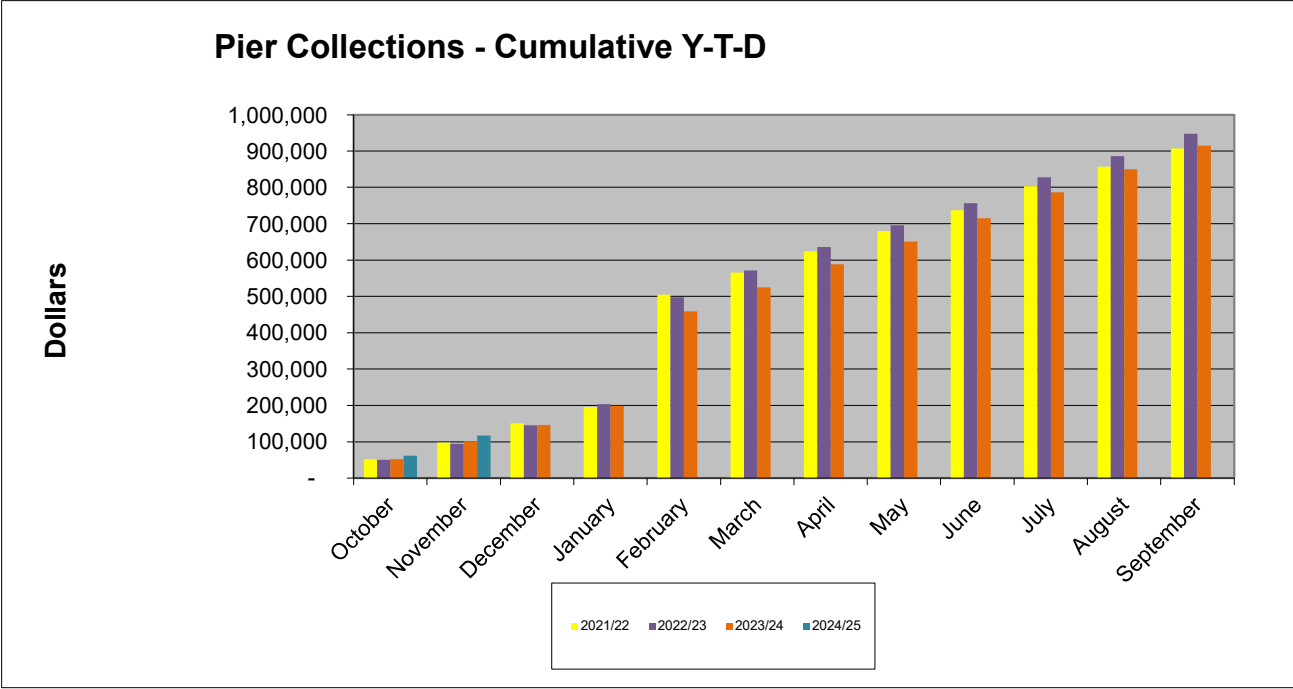
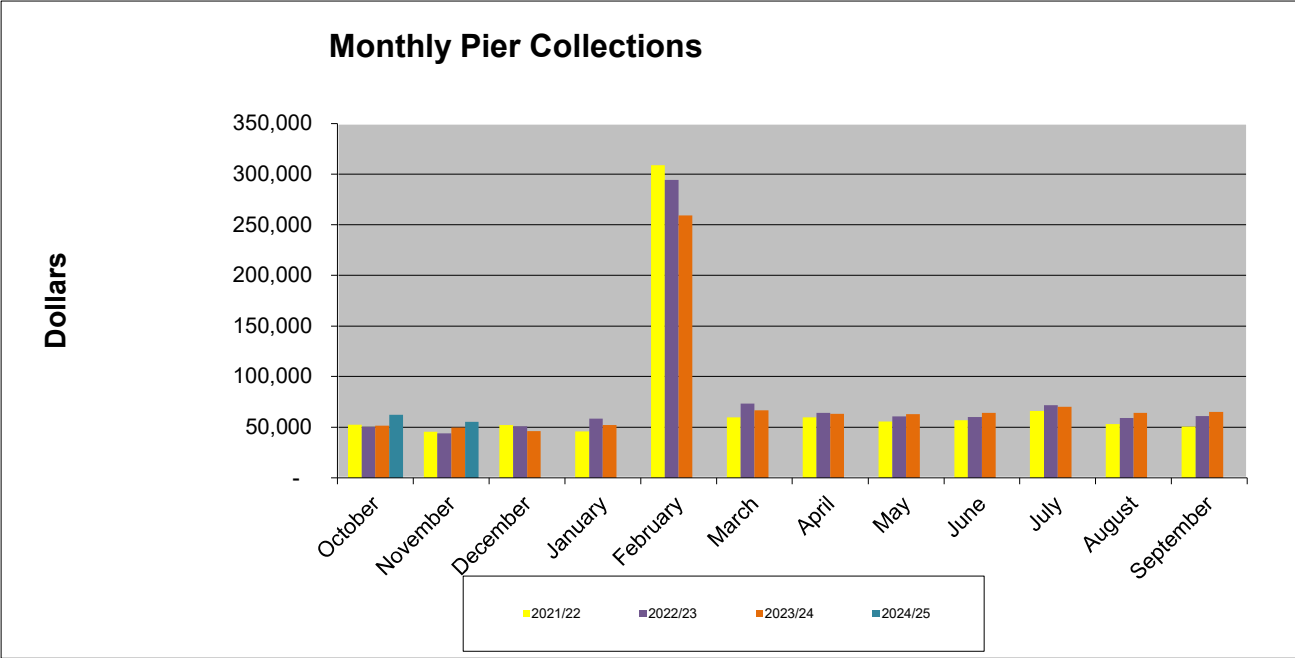
Pier Revenues

	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	55,235
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	117,339

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	117,339
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 November 2024

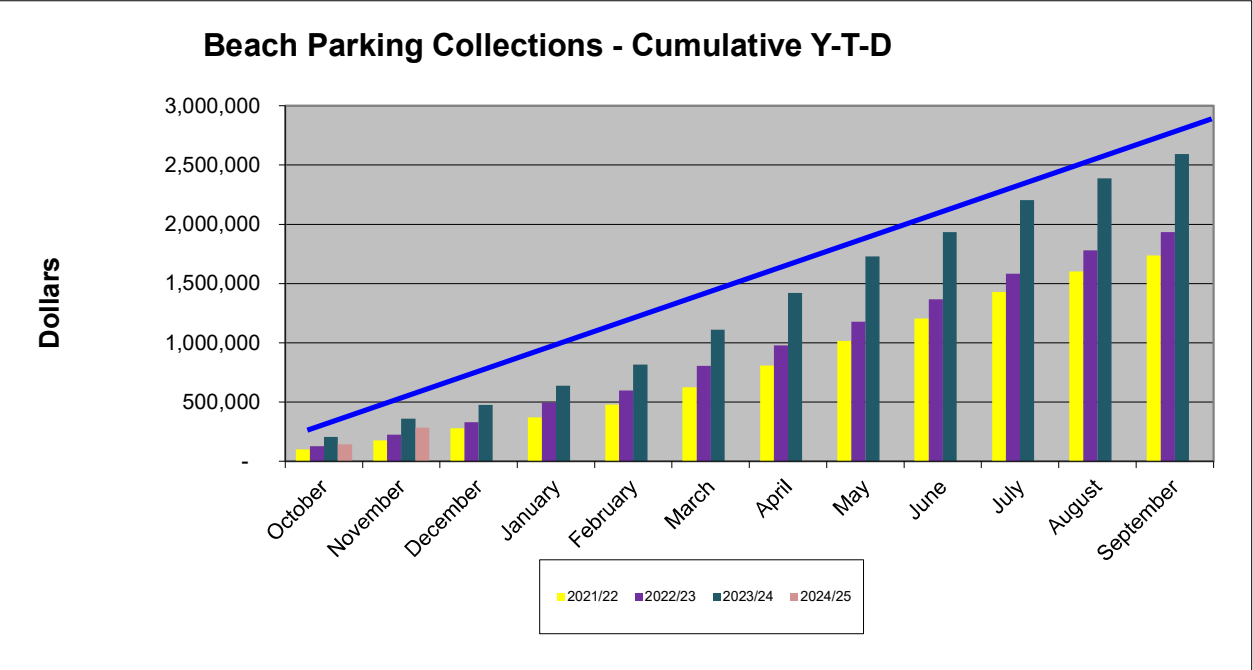
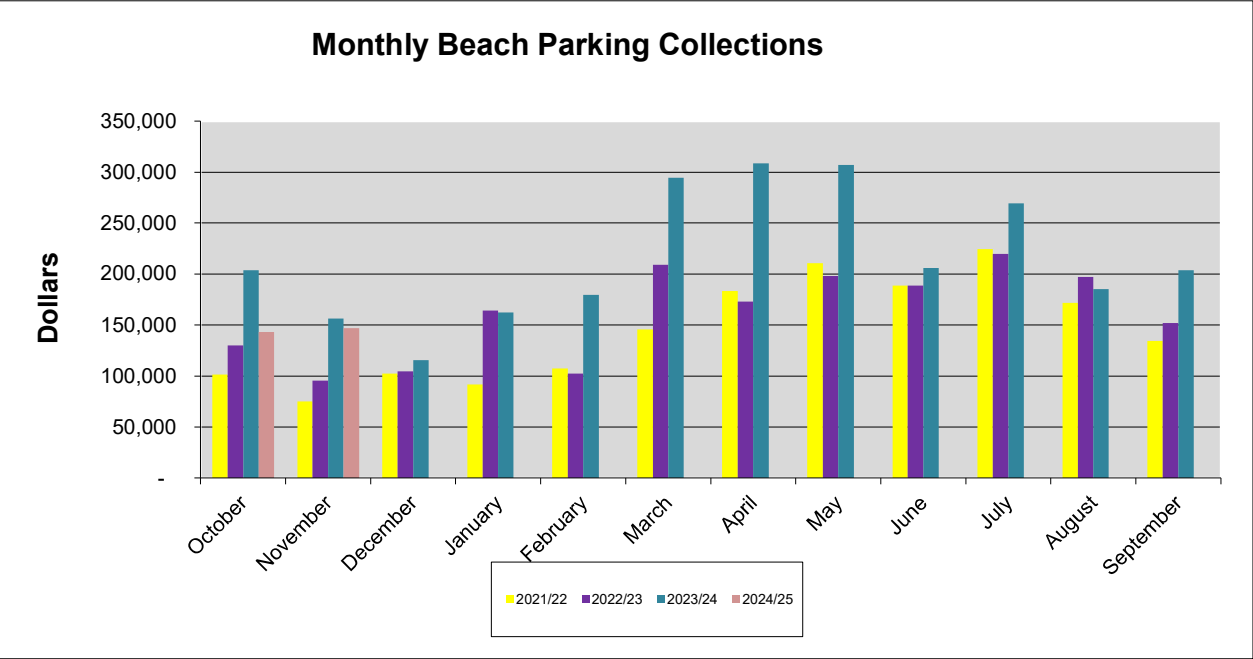


Parking Fee Collections

	<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	146,923
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>289,909</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	285,972
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 November 2024

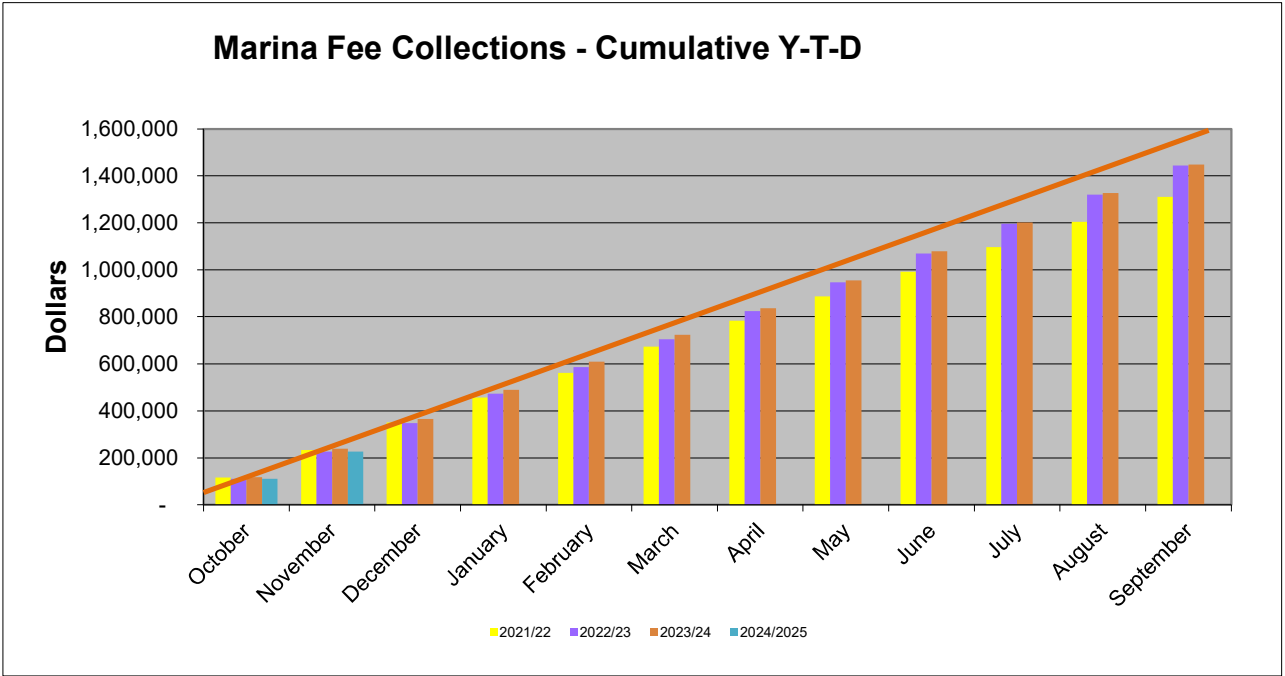
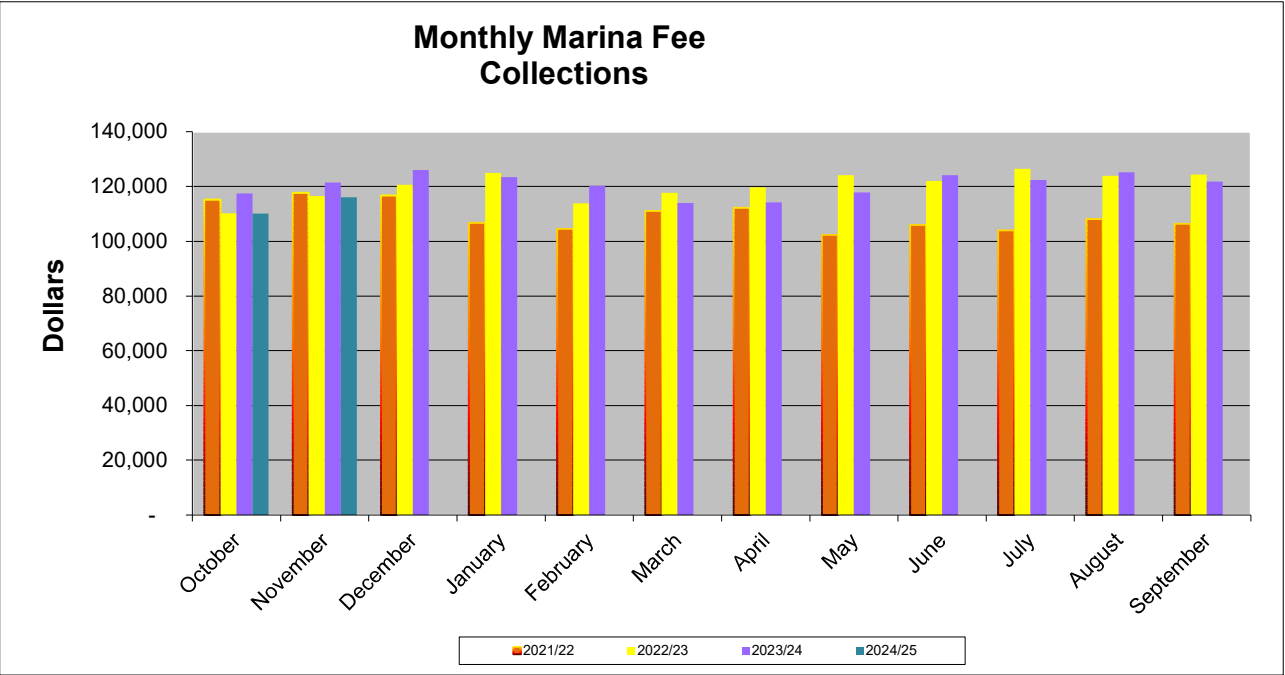


Marina Fee Collections

	<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	116,103
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	226,127

	<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	226,127
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 November 2024



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

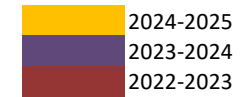
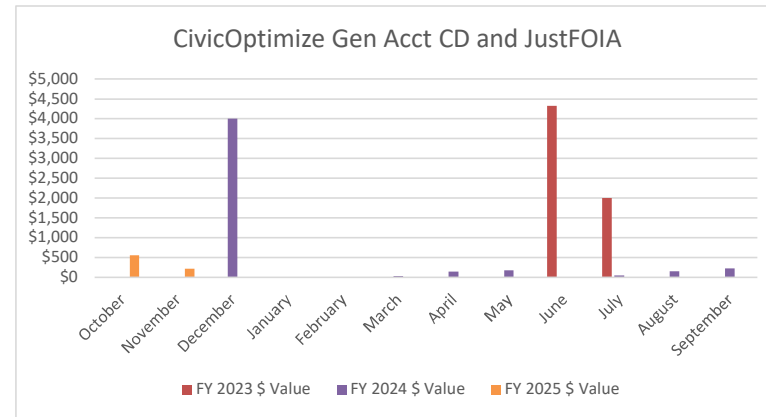
Annual Budget \$ 1,095,000.00

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	6,577.06	35,229.82	11,163.01	\$ -	1,474.14	5,681.23	9,988.33	\$ -		70,113.59
Dec										-
Jan										-
Feb										-
Mar										-
Apr										-
May										-
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	\$ 6,577.06	\$ 70,321.07	\$ 20,546.64	\$ -	\$ 3,189.88	\$ 5,681.23	\$ 19,674.74		\$	125,990.62
	Choice Waste AKA Waste Connections	Waste Management	All Service Refuse AKA Repucblic Services	S & S National Waste AKA Bicon, Inc.	Panzarella Waste & Recycling Services	Great Waste	COASTAL WASTE & RECYCLING INC		Solid Waste Fund	
Monthly Franchise										
Oct	-	\$ 11,697.08	\$ 3,127.88	-	\$ 571.91	-	\$ 3,228.81	-	\$	18,625.68
Nov	\$ 2,192.36	\$ 11,743.27	\$ 3,721.00	-	\$ 491.38	\$ 1,893.74	\$ 3,329.45	-	\$	23,371.20
Dec									\$	-
Jan									\$	-
Feb									\$	-
Mar									\$	-
Apr									\$	-
May									\$	-
Jun									\$	-
Jul									\$	-
Aug									\$	-
Sep									\$	-
Total Mo. Franchise	\$ 2,192.36	\$ 23,440.35	\$ 6,848.88	\$ -	\$ 1,063.29	\$ 1,893.74	\$ 6,558.26		\$	41,996.88
Total Receipts	\$ 9,844.42	\$ 94,836.42	\$ 27,395.52	\$ -	\$ 5,328.17	\$ 8,649.97	\$ 27,308.00	\$ 173,362.50		

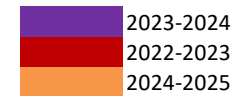
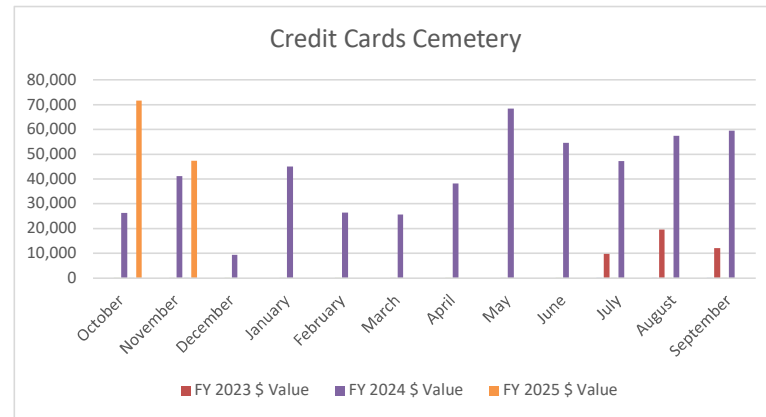
City of Dania Beach: Master Capital Projects Summary as of 05-31-2024

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		

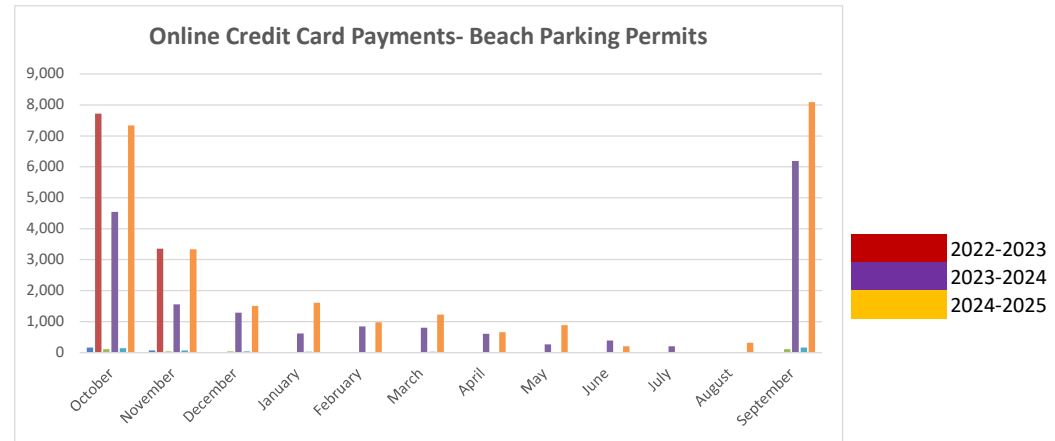
	FY 2023		FY 2024		FY 2025	
	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>
	<u>Pymts</u>		<u>Pymts</u>		<u>Pymts</u>	
October					6	\$557
November					3	\$215
December			2	\$4,000		
January						
February						
March			1	\$30		
April			4	\$142		
May			3	\$176		
June	10	\$4,323	1	\$4		
July	1	\$2,000	1	\$50		
August			3	\$150		
September			4	\$226		



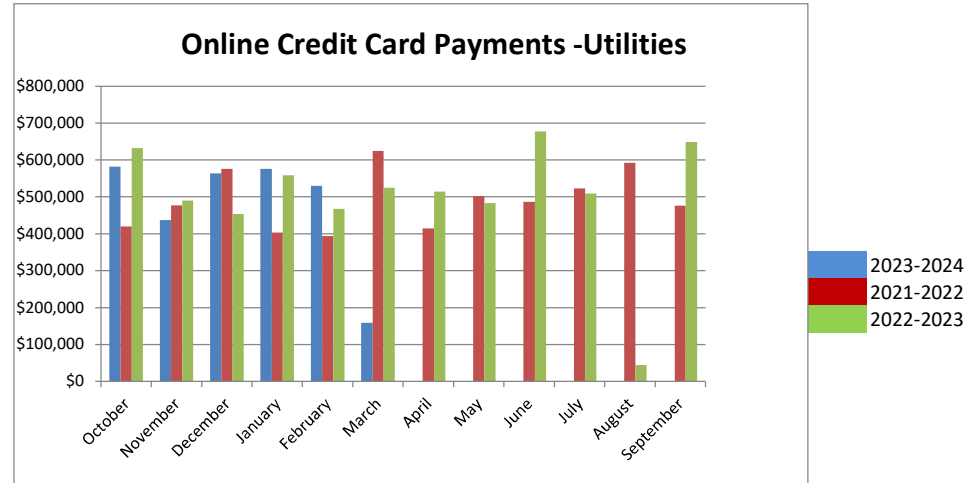
FY 2023		FY 2024		FY 2025	
<u># of</u>		<u># of</u>		<u># of</u>	
<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October		12	\$26,300	19	\$71,675
November		21	\$41,105	13	\$47,330
December		6	\$9,330		
January		19	\$44,995		
February		9	\$26,465		
March		9	\$25,630		
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		\$119,005



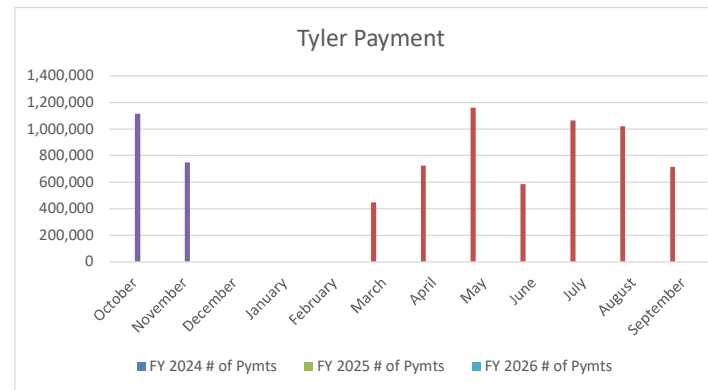
	FY 2025		FY 2023		FY 2024	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	158	\$7,720	112	\$4,547	141	\$7,334
November	71	\$3,359	46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23	\$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



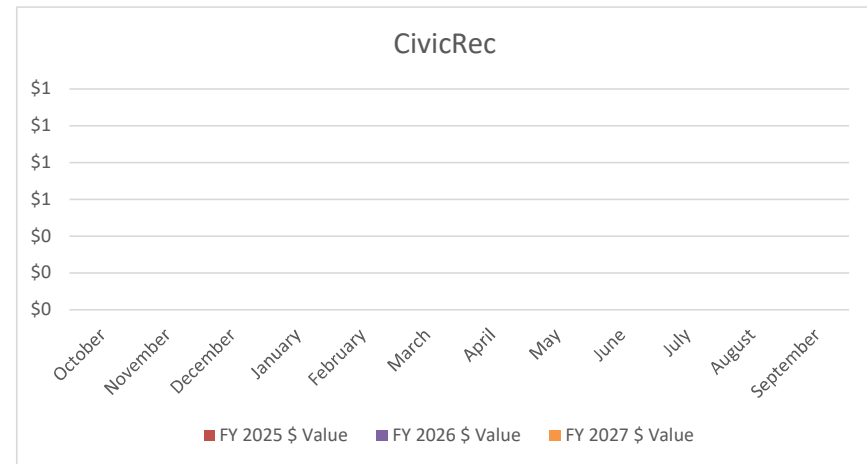
	FY 2024		FY 2025		FY 2026	
	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>
	<u>Pymts</u>		<u>Pymts</u>		<u>Pymts</u>	
October			31	\$1,115,216		
November			30	\$749,206		
December						
January						
February						
March	31	\$448,959				
April	30	\$724,743				
May	30	\$1,159,841				
June	30	\$584,435				
July	31	\$1,062,320				
August	31	\$1,020,856				
September	30	\$715,255				



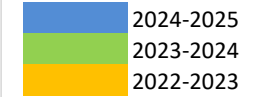
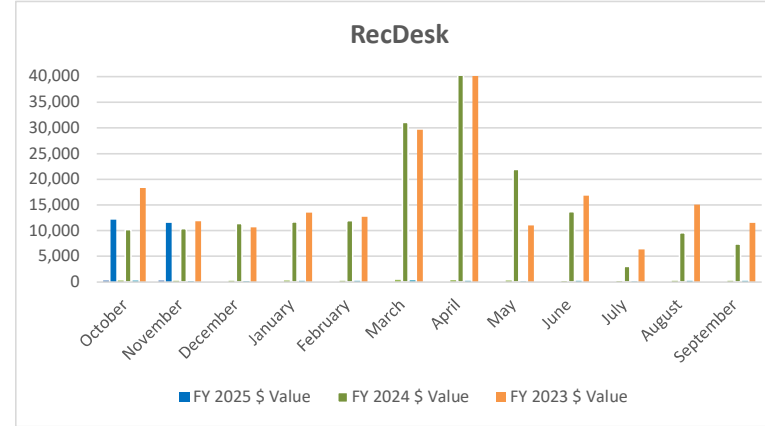
2024-2025
2023-2024
2025-2026

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

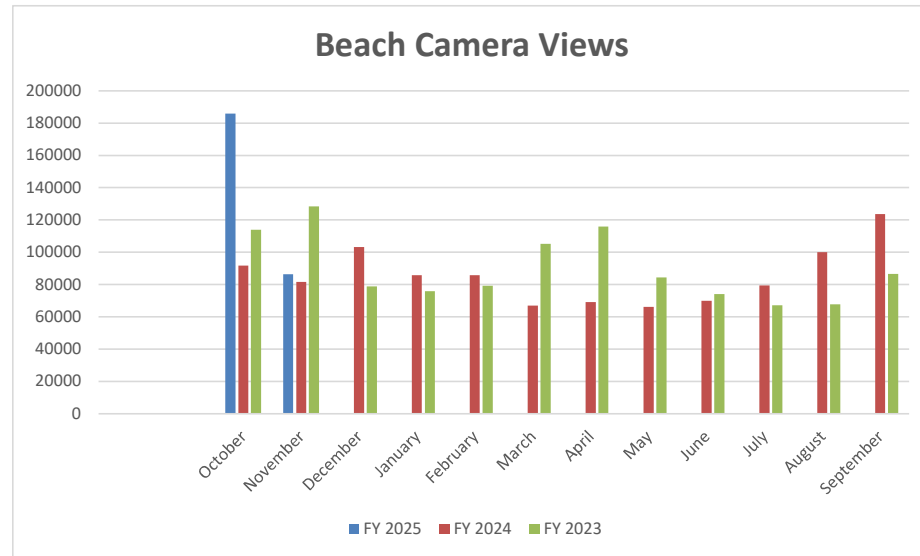
	FY 2025		FY 2026		FY 2027	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October						
November						
December						
January						
February						
March						
April						
May						
June						
July						
August						
September						



	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	244	\$11,481	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

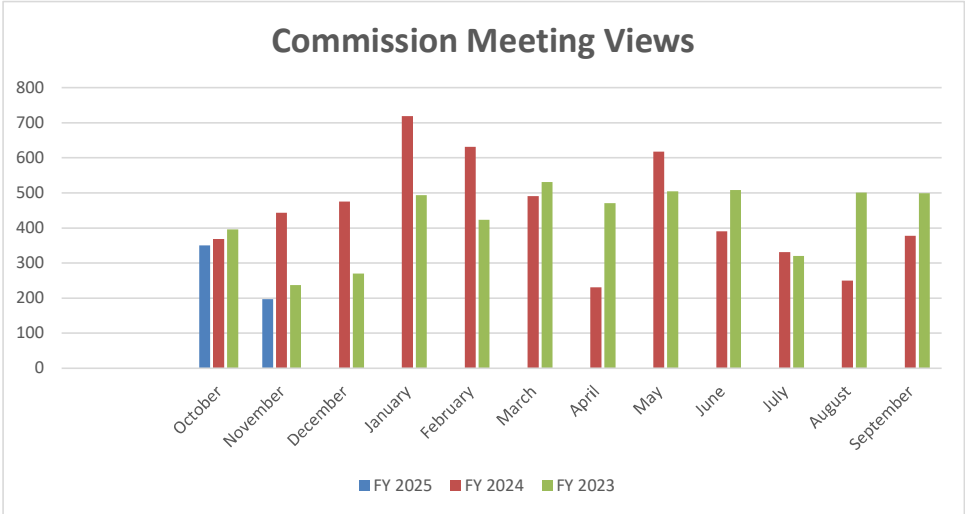


	FY 2025	FY 2024	FY 2023
October	185,800	91,738	113,900
November	86,300	81,622	128,500
December		103,235	78,800
January		85,760	75,900
February		85,861	79,200
March		67,008	105,100
April		69,102	115,900
May		66,040	84,300
June		70,024	74,100
July		79,388	67,100
August		100,130	67,700
September		123,562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



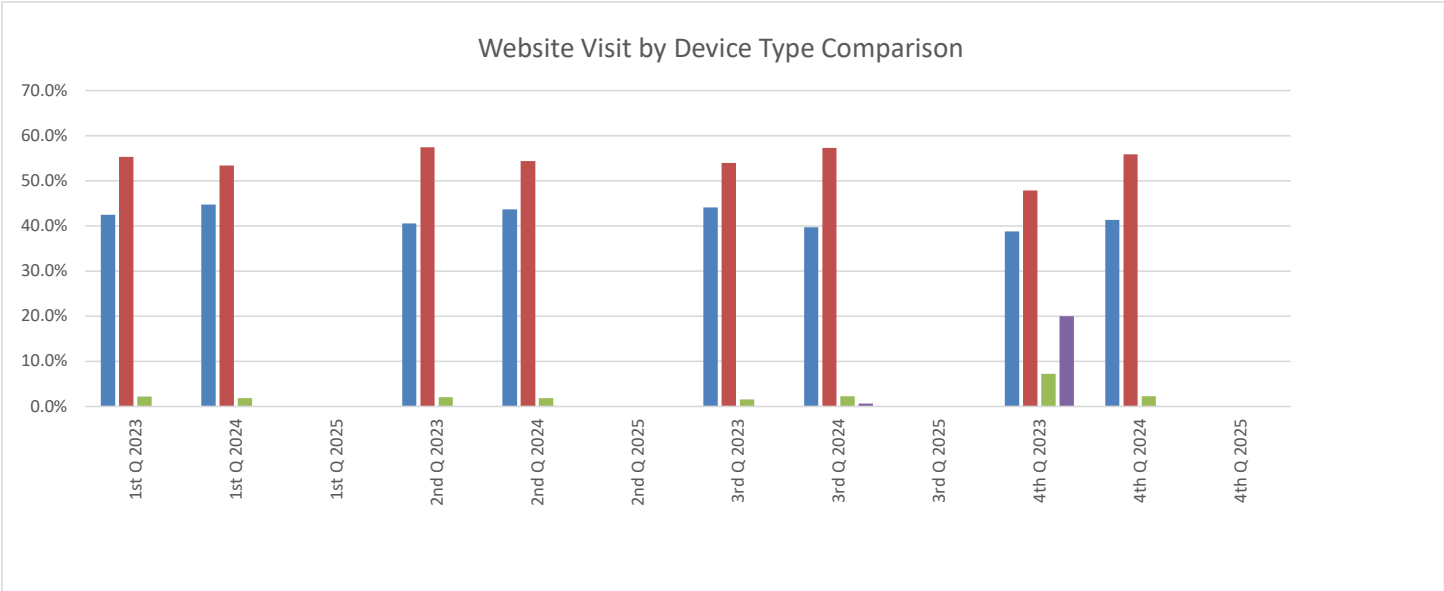
YouTube Channel
FY 2025 **FY 2024** **FY 2023**

October	351	369	396
November	197	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

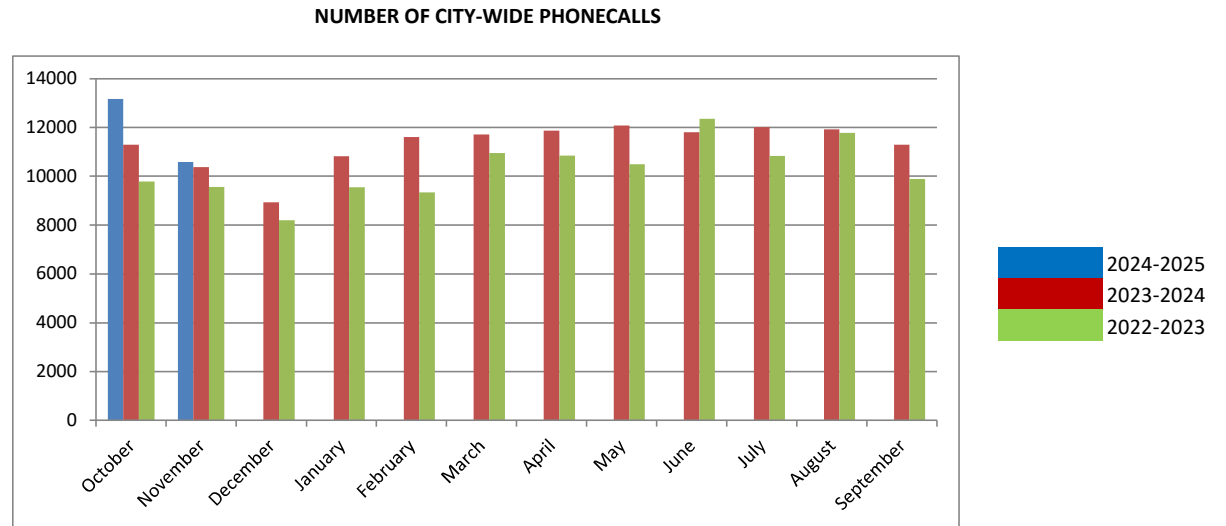


Website Visit by Device Type Comparison

	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%	



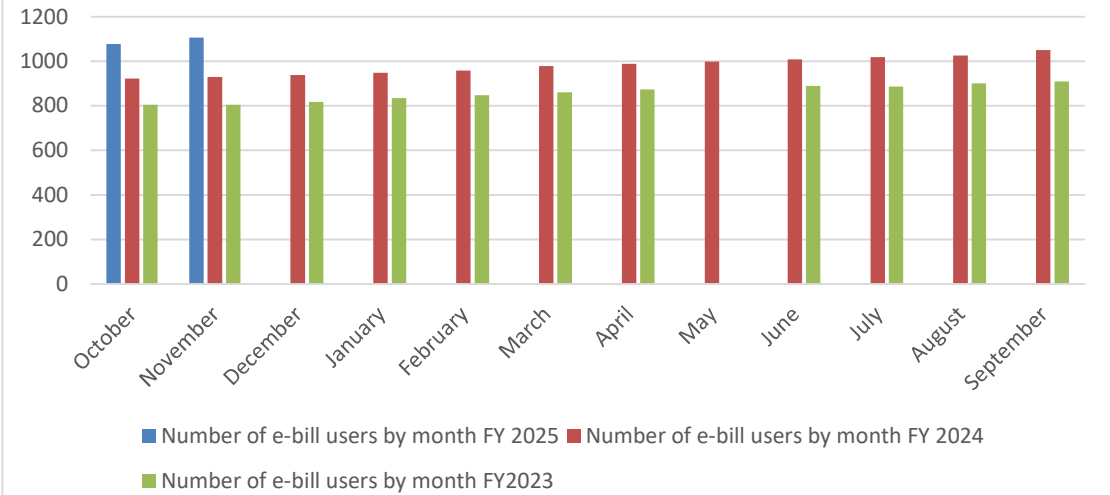
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	13,174	11,286	9,789
November	10,591	10,370	9,564
December		8,932	8,197
January		10,820	9,543
February		11,612	9,338
March		11,703	10,946
April		11,869	10,851
May		12,087	10,489
June		11,809	12,351
July		12,019	10,843
August		11,919	11,775
September		11,293	9,897



Number of e-bill users by month

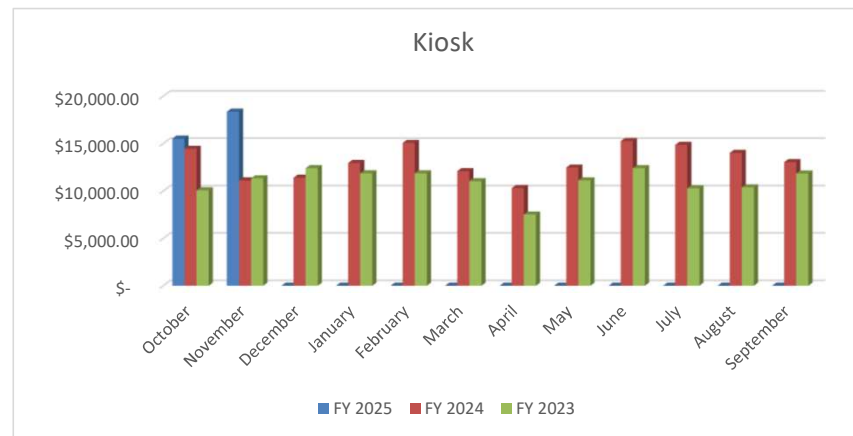
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY2023</u>
October	1078	922	804
November	1107	929	805
December		939	818
January		948	835
February		959	848
March		979	861
April		988	873
May		999	
June		1008	890
July		1019	886
August		1026	901
September		1051	910

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	\$ 18,366.36	\$ 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 - November 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
	0	\$ -
Total Out of Business/Inactive	0	\$ -

New Approved Applications	# of BTRs	Dollar Amount
Karu 91 Inc	1	\$ 525.00
EV Design Studio LLC	1	\$ 625.00
Ezeruzi Kadosh	1	\$ 31.50
He, Xiao Xia	1	\$ 236.25
HHCS Investment LLC	1	\$ 31.50
Hollywood Medical Alliance LLC	1	\$ 546.25
L'Chaim Farm LLC	1	\$ 31.50
Gaspar Alternative Inc	1	\$ 651.25
MKIG LLC	1	\$ 31.50
Nadav Izhaki	1	\$ 63.00
Nahum Kornbluh	1	\$ 236.25
O'Brien Property Investments LLC	1	\$ 236.25
Tice Chicken FL LLC	1	\$ 572.50
Reuven Simcha	1	\$ 31.50
Roy Jorgensen Associates Inc	1	\$ 730.00
SR88 LLC	1	\$ 63.00
Timbo Pora LLC	1	\$ 31.50
Trulieve Inc	1	\$ 1,465.00
Wu, Nai Jen	1	\$ 31.50
Yalla Market Dania Beach LLC	1	\$ 572.50
Total New Applications	20	\$ 6,742.75

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	484	\$ 157,986.80
Paid Renewals	2,706	\$ 962,225.11
Total BTRs as of 09/30/2024	3,190	1,120,211.91 **

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

Water Fund	Monthly Utility Account Activity	MISC
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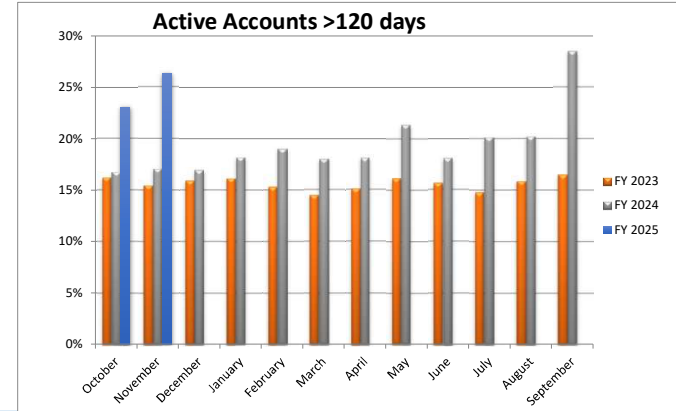
	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		# of Accts	# per Month	Prior Yr.
	2024	2025	2024	2025	2024	2025			
Oct	3,114.00	44,966.16	1,450.00	3,125.00	2,660.00	3,010.00	602.00	45	47
Nov	-		-	1,557.00	2,865.00	2,890.00	578.00	35	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	\$ 44,966	\$ 9,560	\$ 4,682	\$ 32,920	\$ 5,900	\$ 1,180	80	572

12% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

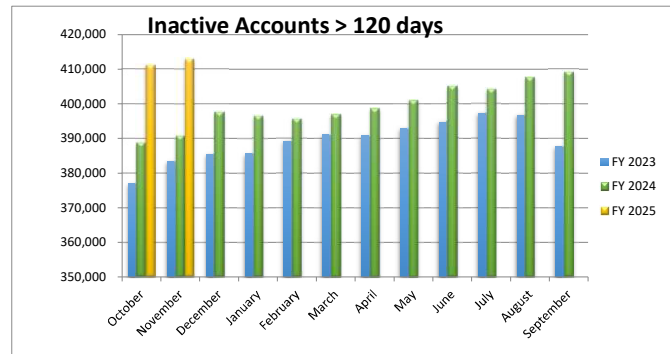
	FY 2023			FY 2024			FY 2025		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%
November	186,463	1,205,526	15%	216,614	1,267,676	17%	307,108	1,164,508	26%
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%	\$ 297,031	\$ 1,203,760	#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	>120 Past Due	% +/-	>120 Past Due	>120 Past Due	% +/-
October	377,040	388,922	3%	411,308	413,066	5%			
November	383,454	390,867	2%	413,066					
December	385,515	397,662	3%				#DIV/0!		
January	385,601	396,459	3%				#DIV/0!		
February	389,237	395,697	2%				#DIV/0!		
March	391,059	397,067	2%				#DIV/0!		
April	390,781	398,812	2%				#DIV/0!		
May	392,882	401,076	2%				#DIV/0!		
June	394,781	405,003	3%				#DIV/0!		
July	397,219	404,194	2%				#DIV/0!		
August	396,674	407,690	3%				#DIV/0!		
September	387,690	409,329	5%				#DIV/0!		
Annual Avg	\$ 389,328	\$ 399,398	3%	\$ 412,187		3%			



City of Dania Beach
General Fund
Unassigned Fund Balance - - Contingency

Balance 10/1/24 (Unaudited)

----- 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
Other Considerations	
GFOA/City Commission 25% Reserve	(20,977,106)
Estimate of Availability at 01/15/2024	\$ 325,000 \$ 6,254,244

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

Uses:

Balance Remaining	\$ 325,000
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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
TUESDAY, JANUARY 14, 2025 – 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

Mayor Davis called the meeting to order at 7:00 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
Deputy City Clerk Erin McClendon

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 Request for Proclamation Approvals:

- Martin Luther King, Jr. Day - January 20, 2025 - Sponsored by Mayor Davis
- Black History Month - February 2025 - Sponsored by Mayor Davis

Commission consensus was received to support the request for proclamations.

3.2 Special Event Applications: Parks & Recreation

- Dolphins Cancer Challenge: 2/22/2025
- Annual Broward County Waterway Clean Up: 3/1/2025

Commission consensus was received to approve the special event applications.

3.3 Martin Luther King Jr. Celebration Banquet - January 18, 2025 - Fee Waiver for I. T. Parker Center Rental - Parks & Recreation

Commissioner Lewellen commented on items 3.3 and 3.4 where fee waivers are being requested and said it makes more sense to show that revenue is being generated through that particular facility and proposes that they take it from the general contingency or one's own contingency account. She said she is happy to take it out of her account if it is not agreed upon to come from the general contingency.

City Manager Garcia commented that it is the cleaner way and a better practice to sponsor the event.

Mayor Davis responded that she is in agreement with it coming from the Commission contingency funds.

Mayor Davis said she knows the Commission always sponsors the Four Chaplains ceremony and said moving forward maybe we can put these items in the budget.

Commissioner Lewellen makes a motion for items 3.3. and 3.4 to come from the Commission contingency. The motion was seconded by Commissioner Rimoli which carried unanimously on voice vote.

3.4 Four Chaplains Ceremony - February 2, 2025 - Fee Waiver for I. T. Parker Center Rental - Sponsored by Mayor Davis

Approved under item 3.3.

4. PROCLAMATIONS

4.1 Martin Luther King, Jr. Day - January 20, 2025 - Sponsored by Mayor Davis

Mayor Davis read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her manager's report and touched on the following topics:

- Strategic master plan to recruit and maintain employees.
- February 25th ribbon cutting ceremony for the Nyberg Swanson house
- Meeting with Dr. Wanza of the Broward County School District regarding utilizing existing space at Olsen Middle School.
- Successful conference call with Lyle Sumek
- New board member orientation for the Greater Ft Lauderdale Alliance
- Lucky Fish ribbon cutting ceremony next month.
- Partnership with FAU to bring in valet parking
- Milton Group to spend additional money for full paving of gulf stream rd.

- Tallahassee project requests.

5.2 City Attorney

City Attorney Boutsis commented that she will be bringing an amendment to the logo policy at the next meeting.

5.3 City Clerk - Reminders

Deputy City Clerk McClendon reminded the Commission of the following upcoming meetings:

- January 28, 2025 City Commission Meeting
- February 11, 2025 CRA Board Meeting
- February 11, 2025 City Commission Meeting

City Attorney Boutsis noted that the Planning and Zoning Board meeting for tomorrow, January 15, 2025, is cancelled due to lack of quorum.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on criminal activity in the city. He commented that they are preparing for the annual MLK Day parade and announced that Sheriff Tony will be coming here with the executive command staff and said it is a big deal as there are many parades that he could attend. He congratulated Captain Cooper on her promotion and thanked her for her service.

The Commission and City Manager Garcia thanked Captain Cooper for her service to the City of Dania Beach.

Captain Cooper thanked the city and law enforcement staff.

Fire Chief Pellecer reported on call volumes in the city and spoke about disseminating toys to children in the community during the holidays. He said the department has achieved an ISO class 1 rating and that is the highest rating they can receive. He extends his gratitude to Fernando Rodriguez, Darren Green, Yamil Lobo and their teams for keeping immaculate records. He said the ISO rating enhances public safety and reduces insurance expenses. They are now starting their CAAS accreditation that will come in May.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Jose Armand – 50 SE 3rd Avenue

8. CONSENT AGENDA

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

8.1 Minutes: December 10, 2024 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: Travel Requests: City Manager Ana M. Garcia request to attend the FCCMA 2025 Winter Institute in Clearwater, Florida, January 29 - February 2, 2025.

Approved under consent agenda.

8.3 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, UPDATING THE ADVISORY BOARD RESIDENCY REQUIREMENT FROM SIX (6) MONTHS TO TWELVE (12) MONTHS PER THE APPROVED CHARTER AMENDMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(City Clerk)

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RELATED TO ADDING AN ALTERNATE BOARD MEMBER TO THE PARKS, RECREATION AND COMMUNITY AFFAIRS ADVISORY BOARD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Vice Mayor Salvino/City Attorney)

Approved under consent agenda.

8.5 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF AUDIO AND VIDEO PRODUCTION AND BROADCASTING EQUIPMENT AND PROFESSIONAL SERVICES FROM ER TECH SYSTEMS GROUP INC. (D/B/A BROADCAST SYSTEMS), WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, UTILIZING GSA CONTRACT NO. GS07F173GA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Information Technology)

Approved under consent agenda.

8.6 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, IN SUPPORT OF THE BROWARD COUNTY RESOLUTION URGING THE BROWARD COUNTY SCHOOL BOARD TO RELEASE ALL CITIES SUBJECT TO TRI-PARTY EDUCATIONAL MITIGATION AGREEMENTS, AND APPROVING THE

RELEASE OF THE 2010 SCHOOL EDUCATION MITIGATION AGREEMENT BETWEEN THE BROWARD COUNTY SCHOOL BOARD, BROWARD COUNTY AND THE CITY OF DANIA BEACH; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development/City Attorney)

Approved under consent agenda.

8.7 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FROM THE ODP BUSINESS SOLUTIONS UTILIZING STATE OF FLORIDA TERM CONTRACT NO. 56120000-24-NY-ACS AND TO 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. (Community Development)

Approved under consent agenda.

8.8 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING ADDITIONAL FUNDING FOR CHANGE ORDER 6 AND PROJECT CONTINGENCY RELATED TO INVITATION TO BID ("ITB") NO. 2023-023 "BUILDING DEPARTMENT RENOVATION PROJECT" WITH S3S CONSTRUCTION, INC. FOR AN AMOUNT NOT TO EXCEED NINETY-FIVE THOUSAND ONE HUNDRED THIRTY-NINE DOLLARS (\$95,139.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

Approved under consent agenda.

8.9 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ENTRY INTO A TEMPORARY ACCESS AGREEMENT WITH BROWARD COUNTY FOR THE SHORE PROTECTION PROJECT, SEGMENT III; PROVIDING FOR NO BUDGETARY IMPACT AS THE AGREEMENT INVOLVES NO COST TO THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.10 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR LIME SLUDGE REMOVAL, HAULING AND DISPOSAL FROM PROLIME CORPORATION, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING

THE PRICING UNDER THE CITY OF HOLLYWOOD, FLORIDA BLANKET PURCHASE AGREEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.11 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE SECOND AMENDMENT RELATED TO THE SOUTHEAST DRAINAGE RETROFIT PROJECT WITH WSP INC. FOR AN AMOUNT NOT TO EXCEED SIX HUNDRED TEN THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS AND EIGHTY-NINE CENTS (\$610,344.89) AND PROVIDING FOR A FUNDING APPROPRIATION WITHIN THE STORMWATER FUND FOR THE CHANGE ORDER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.12 RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PURCHASE OF SIX FORD VEHICLES AND FIVE PIECES OF HEAVY EQUIPMENT IN THE AMOUNT OF ONE MILLION ONE HUNDRED SEVEN THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND NINETY TWO CENTS (\$1,107,578.92) FROM BOZARD FORD, DOBBS EQUIPMENT, JET VAC EQUIPMENT, AND THOMPSON PUMP WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE FLORIDA SHERIFFS ASSOCIATION ("FSA") CONTRACTS FSA24-VEL32.0, FSA23-EQU21.0 AND SOURCEWELL CONTRACT #120721-RVL, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Public Services)

Approved under consent agenda.

8.13 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AGREEMENT FOR THE PURCHASE OF POOL OPERATIONS AND LIFEGUARD SERVICES FROM ONE STOP AQUATIC SAFETY, LLC, WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE CITY OF HOMESTEAD, FLORIDA INVITATION TO BID (ITB) 202120 IN THE AMOUNT OF FIVE HUNDRED TWENTY-NINE THOUSAND SIX HUNDRED AND NINETY-SEVEN DOLLARS (\$529,697.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks & Recreation)

Approved under consent agenda.

8.14 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING A SECOND AMENDMENT TO THE JANITORIAL SERVICES AGREEMENT AWARDED VIA INVITATION TO BID (“ITB”) NO. 21-027, ENTITLED “JANITORIAL SERVICES” WITH CLEAN SPACE, INC. TO ADD CLEANING SERVICES FOR I.T. PARKER COMMUNITY CENTER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks and Recreation)

Approved under consent agenda.

8.15 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING AN AMENDED AND RESTATED AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF DANIA BEACH FOR SWIM CENTRAL WATER SAFETY INSTRUCTION AND EDUCATION; AUTHORIZING THE PROPER CITY OFFICIALS TO RENEW OR EXTEND THIS AGREEMENT UNDER THE SAME TERMS WITHOUT FURTHER COMMISSION ACTION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks & Recreation)

Approved under consent agenda.

- 8.16 Approval for Use of City Logo - Parks & Recreation
- Lions Club Moonlight Car Show (3/22/2025)
- Dania Pointe 5k Fun Run Under the Sun (10/2025)

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

None.

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

11.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27 OF THE CITY CODE, ENTITLED “WATER AND SEWERS; ARTICLE IV, ENTITLED “WATER AND SEWER SYSTEM IMPACT FEES”, TO ELIMINATE AN ALTERNATIVE FEE CALCULATION PROCESS IN ORDER TO MAINTAIN CONSISTENCY IN FEE CALCULATIONS AND TO ADHERE TO BEST PRACTICES; AND TO ELIMINATE THE TWO YEAR REVIEW REQUIREMENT BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION;

PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

City Attorney Boutsis introduced the item.

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

11.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Parks and Recreation)

City Attorney Boutsis read the title into the record.

Deputy Director of Parks and Recreation Franky Lazo introduced the item.

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

Commissioner Lewellen asked about an anticipated increase in funds and Deputy Director Lazo responded that they learned from the past and will be bringing it back before the Commission for the construction.

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

11.3 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 22, ENTITLED “STREETS AND SIDEWALKS” OF THE CITY’S CODE OF ORDINANCES; TO PROVIDE LANGUAGE CLEANUP TO ALLOW FOR THE CODESIGNATION OF ALL STREETS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title into the record.

Deputy Director of Community Development Corinne Lajoie 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 on first reading. Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

12. SECOND READING ORDINANCES

None

13. DISCUSSION AND POSSIBLE ACTION

13.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF PUBLIC ART FUNDS IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR SPONORSHIP OF THE 2025 IGNITE BROWARD PUBLIC ART EVENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title into the record.

Director of Community Development Eleanor Norena introduced the item.

Mayor Davis asked if the City of Hollywood is contributing to transportation and Director Norena responded that Mad Arts and the Broward County Cultural Arts Division are contributing to the other locations, so she is unaware if the City of Hollywood is contributing. Mad Arts and the Broward County Cultural Arts Division are the ones reimbursing us for those costs.

Commissioner Rimoli commented that they are in need of volunteers and encouraged those interested to reach out to Mad Arts.

Mayor Davis commented that this is something we continue to sponsor annually so they may want to consider putting it in the budget for the future.

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

13.2 Discussion - Properties: 212-216 NE 1st Street, 158 N. Federal Highway, 400 S. Federal Highway - Sponsored by Commissioner Ryan

Commissioner Ryan introduced the item and played a PowerPoint presentation.

Commissioner Ryan made a motion not to exceed 5.6 million, to enter into negotiations and to submit a contract for the purchase of these properties.

Discussion ensued amongst the Commission, City Manager Garcia and Chief Financial Officer DiPaolo regarding the financing of the properties and conditions of the properties.

Commissioner Lewellen seconded the motion which carried unanimously on voice vote.

13.3 Discussion on Service Club Signage Project - Sponsored by Commissioner Ryan

Commissioner Ryan introduced the item and played a PowerPoint presentation.

There was Commission consensus to move forward.

14. APPOINTMENTS

14.1 Advisory Board Appointments – *City Clerk*

Deputy City Clerk McClendon reviewed the vacancies on the following boards with the Commission and requested their appointments.

Education Advisory Board:

- Mayor Davis appointed Alicia Dillard
- Vice Mayor Salvino re-appointed Samantha Bostwick
- Commissioner Rimoli deferred his appointment to the next meeting

Commissioner Rimoli requested to have criteria outlined for each board and requested to have the boards present to the Commission quarterly.

There was Commission consensus to have the criteria outlined and for the boards to present quarterly.

General Employees' Pension Board:

- 1 Appointment as a whole – deferred to the next meeting

Green Advisory Board:

- Mayor Davis deferred her appointment to the next meeting
- Vice Mayor Salvino deferred his appointment to the next meeting

Marine Advisory Board:

- Mayor Davis re-appointed Stacy Brown

Parks, Recreation & Community Affairs Advisory Board:

- Mayor Davis appointed Andy Li
- Vice Mayor Salvino deferred his appointment to the next hearing
- 1 Alternate appointment as a whole – deferred to the next meeting

Planning and Zoning Board:

- Vice Mayor Salvino deferred his appointment to the next meeting
- Commissioner Ryan appointed Gabriel de las Salas

- 1 alternate appointment – The Commission appoints Tobin Silver

Public Art Advisory Board:

- Mayor Davis will continue to serve as the Public Art Advisory Board Commission Liaison

Dania Beach Housing Authority Board:

- Mayor Davis appointed Albert Jones

Vice Mayor Salvino makes a motion to approve the appointments. Commissioner Rimoli seconded the motion which carried unanimously on voice vote.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen congratulated the Human Resources Department on the holiday luncheon and awards ceremony. She spoke about attending Dania After Dark and said it was a fun event, and word is being spread outside the city about our events. She commented that the reusable water bottles have arrived at Olsen Middle School, and they are nice. They will invite the commission to come when they pass the bottles out. She wished everyone a Happy New Year.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed Commissioner Lewellen's comments on Dania After Dark and congratulated the Parks and Recreation team. He requested to move the March 25, 2025 City Commission meeting to Monday, March 24, 2024. The Commission agreed to discuss the move at the next meeting.

15.3 Commissioner Ryan

Commissioner Ryan said Dania After Dark was great and commented that it will be a privilege to have Sheriff Tony at the MLK Day Parade. He thanked the Commission for working with him on his items and said he looks forward to working with them further in the future.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino said he agrees with everything his colleagues said wished everyone a Happy New Year.

Commissioner Lewellen commented that the city lost a former police chief, Rudy Rego this week and wanted to advise everyone of his passing.

15.5 Mayor Davis

Mayor Davis commended the Parks and Recreation staff for every Dania After Dark and said she is receiving positive feedback from the residents. She said she will not be able to make the MLK Day Parade this year as she will be attending the US Conference of Mayors in Washington D.C. She complimented the Public Services team for putting electricity in the medians as residents are still talking about the holiday lights and their work is appreciated by the residents. She acknowledged the passing of Deacon Flowers of Missionary Baptist Church and said he was 98 years old and was a staple in the community. She sends her deepest condolences to his family.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 8:53 p.m.

ATTEST:

CITY OF DANIA BEACH

ERIN MCCLENDON
DEPUTY CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Approval of Change Order 2 by Burkhardt Construction, Inc for Site Muck Mitigation of CW Thomas Park

Request:

The Parks and Recreation Department is requesting authorization of the use of city contingency funds for Change Order Number 2 relating to the Construction Management at Risk Services for the Construction Improvements at CW Thomas Park with Burkhardt Construction, Inc. in an amount not to exceed One Hundred Twenty Thousand Seven Hundred and Two Dollars and Seventy-Five Cents (\$120,702.75) and authorizing the City Manager to approve future change order related to the project provided they are within the approve contingency under Resolution 2024-042.

Background:

Burkhardt Construction, Inc. was awarded the contract under RFQ 21-024 for the Guaranteed Maximum Price (GMP) via Resolution 2024-042.

Via Resolution 2024-042, the City Commission authorized One Million Dollars (\$1,000,000.00) in additional City contingency funds for unforeseen project costs and/or modifications to the project scope that were not included in the GMP contract.

When the project began, prior to construction, initial soil exploration was done on site which indicated the presence of subterranean organic muck. Once the actual construction began on the building site, it was discovered that the muck was much more extensive throughout the site than anticipated and that the muck must be mitigated to extend the lifespan of the improvements and lessen the frequency of future repairs.

Burkhardt Construction, Inc. has submitted Change Order Number 2, Exhibit "A", for the site muck mitigation in the amount of One Hundred Twenty Thousand Seven Hundred and Two Dollars and Seventy-Five Cents (\$120,702.75).

The team with Bermello Ajamil & Partners have reviewed the options submitted by Burkhardt Construction, Inc. for the mitigation of the muck on site and have provided a letter supporting the muck mitigation change order and are recommending the use of City contingency funds for this cost, which is specifically excluded from the GMP contract.

Budgetary Impact

Change Order 2 with Burkhardt Construction, Inc. for the C.W. Thomas Site Muck Mitigation in the amount of \$120,702.75 that will be expensed from the \$1,000,000.00 of additional contingency funds approved under Resolution 2024-042.

Recommendation

Approval of the authorization of the use of city contingency funds for Change Order Number 2 relating to the Construction Management at Risk Services for the Construction Improvements at CW Thomas Park with Burkhardt Construction, Inc. in an amount not to exceed One Hundred Twenty Thousand Seven Hundred and Two Dollars and Seventy-Five Cents (\$120,702.75) and authorizing the City Manager to approve future change order related to the project provided they are within the approve contingency under Resolution 2024-042.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE USE OF CITY CONTINGENCY FUNDS FOR CHANGE ORDER NO. 2 RELATING TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 21-024 “CONSTRUCTION MANAGEMENT AT RISK SERVICES”, FOR CONSTRUCTION OF IMPROVEMENTS AT C.W. THOMAS PARK WITH BURKHARDT CONSTRUCTION, INC., FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THOUSAND SEVEN HUNDRED AND TWO DOLLARS AND SEVENTY-FIVE CENTS (\$120,702.75), UTILIZING THE APPROVED CONTINGENCY UNDER AUTHORIZED UNDER RESOLUTION 2024-042; AND AUTHORIZING THE CITY MANAGER TO APPROVE FUTURE CHANGE ORDERS RELATED TO THE PROJECT PROVIDED THEY ARE WITHIN THE \$1,000,000, APPROVED CONTINGENCY UNDER RESOLUTION 2024-042; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Burkhardt Construction, Inc. was awarded the contract under RFQ No. 21-024 for the Guaranteed Maximum Price (GMP) in the amount of Twenty-One Million Three Hundred Fifty-Four Thousand Three Hundred and Twenty-Two Dollars and Thirty-Five Cents (\$21,354,322.54) via Resolution 2024-042, which included an Owner’s Contingency fund in the amount of Three Hundred Sixty Thousand Dollars (\$360,000.00); and

WHEREAS, via Resolution 2024-042, the City Commission authorized One Million Dollars (\$1,000,000.00) in additional City contingency funds for unforeseen project costs and/or modifications to the project scope not included in the GMP contract; and

WHEREAS, initial soils exploration on the site indicated the presence of subterranean organic muck and upon further exploration of the site once building began, it was discovered that the muck is extensive throughout the site, which needs to be mitigated to extend the lifespan of the improvements and to lessen the frequency for future repairs; and

WHEREAS, Burkhardt Construction, Inc. has submitted Change Order 2, which is attached as Exhibit “A” to this Resolution and incorporated by this reference, for the Site Muck Mitigation in the amount of One Hundred Twenty Thousand Seven Hundred and Two Dollars and Seventy-Five Cents (\$120,702.75); and

WHEREAS, the project architect, Bermello Ajamil & Partners, has provided a letter supporting the muck mitigation change order, recommending the use of additional City contingency funds for this cost, which was specifically excluded from the GMP contract; and

WHEREAS, the City Administration recommends that the City Commission authorize the proper City officials to execute Change Order 2, attached as Exhibit “A” and incorporated by this reference, with Burkhardt Construction, Inc. for the C.W. Thomas Site Muck Mitigation in the amount of \$120,702.75.

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 Change Order 2 with Burkhardt Construction, Inc. for the C.W. Thomas Site Muck Mitigation in the amount of \$120,702.75.

Section 3. That the City shall use its \$1,000,000.00 in additional contingency funds for Change Order 2, as approved under Resolution 2024-042.

Section 4. That the City Commission authorizes the City Manager to approve future change orders related to the project provided they are within the GMP contract amount, or the remainder of the additional \$1,000,000.00 City contingency approved via Resolution 2024-042.

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 _____, 2025.

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



Burkhardt Construction, Inc.
1400 Alabama Avenue, Suite 20
West Palm Beach, Florida 33401
Phone: (561) 659-1400

Project: 2408 - CW Thomas Park
800 NW 2nd St
Dania Beach, Florida 33004

Prime Contract Change Order #002: Site Muck Mitigation

TO:	City of Dania Beach 100 W Dania Beach Boulevard Dania Beach, Florida 33004	FROM:	Burkhardt Construction, Inc. 1400 Alabama Avenue, Suite 20 West Palm Beach Florida 33401
DATE CREATED:	1/ 07 /2025	CREATED BY:	Brandon Rhodes (Burkhardt Construction, Inc.)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:	LOCATION		
DESIGNATED REVIEWER:	REVIEWED BY:		
DUE DATE:	REVIEW DATE:		
REFERENCE:	CHANGE REASON:		
EXECUTED:	No	SCHEDULE IMPACT:	
ACCOUNTING METHOD:	Amount Based	CONTRACT FOR:	1: CW Thomas Park
FIELD CHANGE:	No	TOTAL AMOUNT:	\$ 120,702.75

DESCRIPTION:
The C.W. Thomas Park Improvements Subsurface Muck Mitigation Letter from B.A. dated December 18, 2024 is a part of this CO.

For the site structures, such as light poles, football field goals, netting, shade canopies, fencing/gates/posts, playground equipment, scoreboard, the project Structural Engineer shall review and approve associated structural foundation calculation submittals/shop drawings based on the presence of muck. For larger foundations that penetrate through the muck, muck impacts should be minimal. For foundations that will exist in and above the muck layer, they will have to be sized to account for the presence of muck. If foundations are required to be larger than what was assumed in the GMP, any additional cost is yet to be determined and will need to be accounted for from BCI's contingency. (Cost impacts to be determined as site submittals are prepared).

ATTACHMENTS:
[C.W. Thomas Site Muck Mitigation Request_2024-12-18.pdf](#)

CHANGE ORDER LINE ITEMS:

PCCO #002

#	Cost Code	Description	Type	Amount
1	2-00225 - Site Earthwork	Sidewalks, Pads and Pool Deck - anticipate future sidewalk repairs and add fiber filament into the concrete for durability at minimal cost.	Commitment	\$ 6,500.00
2	2-00225 - Site Earthwork	Pool Pump Room - BCI investigated this area during the previous community center building muck removal process and no muck was discovered. (No additional charge.)	Commitment	\$ 0.00
3	2-00225 - Site Earthwork	Football Field and Basketball Court - install Mirafi RS4801 geogrid fabric to extend the lifespan of these surfaces.	Commitment	\$ 108,455.00
4	20-21050 - Construction phase fee	BCI Management Fee (5% per Contract)	Commitment	\$ 5,747.75
Subtotal:				\$120,702.75
Grand Total:				\$120,702.75



The original (Contract Sum)	\$ 21,354,322.35
Net change by previously authorized Change Orders	(\$1,051,078.26)
The contract sum prior to this Change Order was	\$ 20,303,244.09
The contract sum would be changed by this Change Order in the amount of	\$ 120,702.75
The new contract sum including this Change Order will be	\$ 20,423,946.84
The contract time will not be changed by this Change Order	

Kirk Olney (Bermello Ajamil)
4711 South LeJeune Road
Coral Gables Florida 33146

City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach Florida 33004

Burkhardt Construction, Inc.
1400 Alabama Avenue, Suite 20
West Palm Beach Florida 33401

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

December 18, 2024

Cassi Waren
Parks & Recreation Director
City of Dania Beach
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

RE: C.W. Thomas Park Improvements Subsurface Muck Mitigation

Dear Cassi:

Please accept this letter as a formal request for the City to approve muck mitigation techniques (such as geotechnical grid fabric and concrete fiber filament additive) and associated costs for site improvements at C.W. Thomas Park. This request is the culmination of considerable field investigation by Burkhardt Construction (BCI) and discussions and coordination with the structural and geotechnical engineers. We make this request to mitigate for discovered site conditions and to extend the lifespan of the improvements and to lessen the frequency for future repairs.

The soils exploration completed in December 2022 discovered the presence of subterranean organic muck at the C.W. Thomas Park site. Since building structures over organic matter is unacceptable and ill-advised, the subsequent soils report recommended further exploration to determine the extent of the muck layer as well as suggested muck mitigation methodology for structures. Once construction was initiated, BCI completed additional exploration and determined that the muck layer was extensive throughout the site. Even though de-mucking is specifically excluded from their GMP proposal, BCI, to keep the project on schedule, proceeded at a significant cost and per the soil engineer's recommendations, to remove muck at the recreation center location and install subbase material appropriate for vertical construction. The cost for the recreation center pad de-mucking and backfill activities was taken from BCI's contractual contingency.

The question then became, what was to be done about the presence of muck under the balance of the site improvements and what would happen if no mitigation was completed. The idea of de-mucking the remaining areas of the site was quickly dismissed due to expected excessive high costs and possible catastrophic impacts to the large existing trees and palms. Given that muck is a spongy material that expands and shrinks depending on the presence of ground water, which fluctuates substantially in southeast Broward County, left in place there is a likely chance of surface movement at some future point potentially causing cracks and breaks in horizontal pavement as well as settling.

Understanding the expected and needed lifespan of municipal projects and assuming doing nothing was not a viable option, the soils and geotechnical engineers were consulted about mitigation options. Their recommendations is the use of a "geotechnical fabric grid" fabric, also commonly called a "geogrid," which is a synthetic, grid-like structure, or fabriclike material, made from materials like polyester or polypropylene, used in construction to reinforce soil and prevent movement by creating interlocking pockets that hold soil particles in place.

While there are multiple types of geogrids available, the engineers suggested the use of Mirafi, which is an all-in-one stabilization fabric that has many advantages including:

1. Faster one step installation
2. Wider roll widths with less waste in the overlaps
3. Reduced design thickness
4. Doesn't blind or clog

Other woven and non-woven stabilization fabrics were not recommended because those products offer no separation, and fines can migrate through the fabric section and can lead to failures.

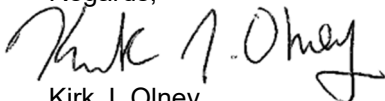
Based on the consultations with the engineers and to improve the life span of the proposed improvements, minimizing future repairs and cost considerations, BA recommends the following muck mitigation (see estimated cost for each item in brackets):

- 1.) Sidewalks, Pads and Pool Deck - anticipate future sidewalk repairs and add fiber filament into the concrete for durability at minimal cost. (\$6,500)
- 2.) Pool Pump Room - BCI investigated this area during the previous community center building muck removal process and no muck was discovered. (No additional charge.)
- 3.) Football Field and Basketball Court - install Mirafi RS4801 geogrid fabric to extend the lifespan of these surfaces. (\$108,455)
- 4.) Miscellaneous Site Structures - for the site structures, such as light poles, football field goals, netting, shade canopies, fencing/gates/posts, playground equipment, scoreboard, the project Structural Engineer shall review and approve associated structural foundation calculation submittals/shop drawings based on the presence of muck. For larger foundations that penetrate through the muck, muck impacts should be minimal. For foundations that will exist in and above the muck layer, they will have to be sized to account for the presence of muck. If foundations are required to be larger than what was assumed in the GMP, any additional cost is yet to be determined and will need to be accounted for from BCI's contingency. (Cost impacts to be determined as site submittals are prepared).

Muck mitigation material and activity costs will need to be approved by the City. Due to allocations of BCI's contingency, described above, we request the site muck mitigation be funded from the City's contingency. We make this request to mitigate for discovered site conditions and to lessen the need for future repairs.

Please let me know if there are any questions, comments or concerns or if we need to have a call to discuss this further.

Regards,



Kirk J. Olney
Landscape Architect
Florida License No.: LA00001705



City of Dania Beach Finance Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Frank L. DiPaolo, Chief Financial Officer

SUBJECT: Approval of a resolution authorizing purchases of hardware, software, and professional services from AMC exceeding the City's annual vendor threshold of \$50,000 for Fiscal Year 2023-24

Request:

The Information Technology Division requests approval of a resolution authorizing purchases of hardware, software, and professional services from AMC exceeding the City's annual vendor threshold of \$50,000 for Fiscal Year 2024-25.

Background:

AMC Surveillance Camera and Electronics (AMC) is the City's primary maintenance provider for the City's surveillance camera systems. They are a reliable local company that has provided exemplary service to the City for several years at highly competitive rates. Additionally, their familiarity with our existing low-voltage infrastructure and building facility design and layout has been of proven value. This is useful, especially for recent renovation projects in the Community Development areas of City Hall.

The City is in the process of putting out an RFP for Preventative Maintenance and Service Calls to ensure we are receiving competitive pricing for these types of services.

The Fiscal Year 2024-25 budget includes funding for maintenance and updates to the City's networking, access control, and surveillance camera infrastructure. The total combined purchases from AMC Surveillance during FY2024-25 are anticipated to exceed the \$50,000 vendor threshold, requiring City Commission approval.

Budgetary Impact

Recommendation

Approve the resolution authorizing purchases of hardware, software, and professional services from AMC exceeding the City's annual vendor threshold of \$50,000 for Fiscal Year 2024-25.

RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FOR HARDWARE, SOFTWARE, PROFESSIONAL SERVICES FROM AMC SURVEILLANCE CAMERA AND ELECTRONICS, INC. (AMC), 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.

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

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

WHEREAS, the fiscal year 2024-25 budget includes funding for maintenance and updates to the City’s networking, access control, and surveillance camera infrastructure (the “Infrastructure”); and

WHEREAS, AMC is the City’s primary maintenance provider for this infrastructure, and they are a reliable local company that has provided exemplary service to the City for several years at highly competitive rates; and

WHEREAS, the total expenditures with AMC for fiscal year 2024-25 will exceed the annual Fifty Thousand Dollars (\$50,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required.

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 purchases of hardware, software, and professional services from AMC in an amount exceeding the annual amount of the Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024-25;

Section 3. That the proper City officials are authorized to execute any documents related to this purchase authorization.

Section 4. That funding for these services shall be made from the City's authorized annual budget appropriations from the City's Information Technology Fund and other City funds, as applicable.

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 _____, 2025.

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 _____

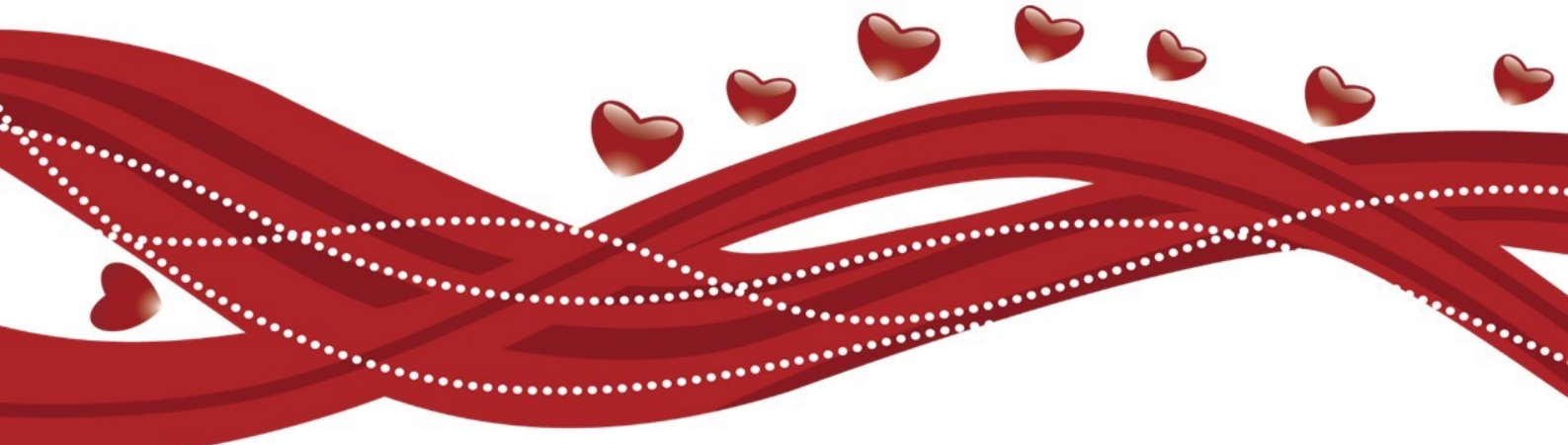
ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Go **Red** Heart Health Event

Wear **Red** & Help bring awareness to heart disease

Dania Beach Chamber ♥ Leads 4 Lunch

Wednesday February 12, 2025

11:30 to 1:00 PM

Rodizio Grill 1817 Pointe Blvd Dania Beach, FL



Get your **RED on for heart health
and join us at this event!**

- ♥ Presentation By Memorial
- ♥ \$35 Chamber Members
- ♥ \$50 Future Members
- ♥ \$50 Walk-Ins

Rsvp & Pay by Feb 7th

Rshane@daniabeachchamber.org

Sponsored by:





City of Dania Beach Community Development Memorandum

DATE: 1/28/2025

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: To award the Request for Proposals (RFP) No. 24-027 for Building Division Services to C.A.P. Government, Inc.

Request:

The Community Development is requesting to award the RFP for Building Code Services to C.A.P. Government, Inc.

Background:

On October 10, 2024, the City posted and advertised RFP No. 24-027 for Building Code Services. Responses were opened on Friday, November 8, 2024, at 10AM. The RFP identified a service period of three (3) years with one optional two (2) year extension. Three (3) qualified proposals were received from the following firms:

Company Name:

Willdan Engineering C.A.P. Government, Inc. Calvin Giordano and Associates
--

The Selection Committee met on Thursday, December 19, 2024, at 11:00 a.m. to evaluate and rank the proposals. Based on the Committee's scores, it was determined that C.A.P Government, Inc. was the most responsive and reasonable bidder.

Budgetary Impact

Funding to provide these services shall be budgeted annually and shall be appropriated from the Building Fund, Professional Services, Account No. 107-15-02-524-31-10.

Recommendation

The Department is recommending the City Commission award the RFP to C.A.P. Government, Inc.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING DEPARTMENT SERVICES RELATED TO REQUEST FOR PROPOSALS (“RFP”) NO. 24-027; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City posted and advertised Request for Proposals (“RFP”) No. 24-027 entitled “Building Department Services” on the City of Dania Beach’s website, OpenGov, and in the local newspaper on October 10, 2024; and

WHEREAS, responses were opened on Friday, November 8, 2024, at 10:00 a.m. and the City received three (3) qualified proposals from the following firms:

Willdan Engineering
C.A.P. Government, Inc.
Calvin Giordano & Associates; and

WHEREAS, the Selection Committee met on Thursday, December 19, 2024 at 11:00 a.m. to evaluate and rank the proposals; and

WHEREAS, based on the Committee’s scores, it was determined that C.A.P. Government, Inc. was the most responsive and responsible proposer; and

WHEREAS, the Community Development Department recommends that the City Commission award RFP No. 24-027 to C.A.P. Government, Inc, and authorize the proper City officials to execute an agreement, which agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference;

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

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

Section 2. That the City Commission awards RFP No. 24-027 to C.A.P. Government, Inc., and further authorizes the proper City officials to execute a final Agreement for the services.

Section 3. That the funds are budgeted each fiscal year and are available and appropriated in the Building Fund, Professional Services, Account No. 107-15-02-524-31-10.

Section 4. That the City is authorized to exceed the Fifty Thousand Dollar (\$50,000.00) vendor threshold for the services for all years that the Agreement is in effect.

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 _____, 2025.

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

THIS IS AN AGREEMENT (the "Agreement") entered into on _____, 2025, between the City of Dania Beach, Florida, a Florida municipal corporation, (the "City") with an address of 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, and C.A.P. Government, Inc. ("Contractor") a Florida corporation with a mailing address 100 SE 12 Street, Fort Lauderdale, Florida 33316, for services related to Request for Proposals ("RFP") No. 24-027, entitled, "Building Department Services".

WITNESSETH:

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

ARTICLE 1 **PREMABLE**

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

1.1 On October, 10, 2024, the CITY advertised its notice to bidders of the CITY's desire to hire a CONTRACTOR to provide Building Department Services as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

1.2 On November 8, 2024, the bids were opened at Dania Beach City Hall, 100 Dania Beach Boulevard, Northwest Conference Room.

1.3 On January 14, 2025 the CITY awarded the bid to CONTRACTOR and approved an agreement with CONTRACTOR consistent with the terms and conditions set forth herein.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to provide the services for electric motor and pump repair, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, in accordance with the Scope of Services outlined in the RFP, "**Building Department Services**", attached and made a part hereof as **Exhibit "A"** and CONTRACTOR's Cost Proposal is attached and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete

with proposal form. In the event of any conflicts between this Agreement, Exhibit A and Exhibit B, this Agreement shall prevail, followed by Exhibit A.

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

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

2.4 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards of good engineering practice. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises CONTRACTOR thereof in writing, CONTRACTOR agrees to re-perform such deficient services without charge to the CITY.

2.5 CONTRACTOR shall not utilize the services of any sub-Contractor without the prior written approval of CITY.

ARTICLE 3

TERM AND TERMINATION

3.1 The term of this Agreement shall be for three (3) years, commencing on May 22, 2025 and terminating on May 21, 2028. This Agreement may be renewed for up to one (1) additional two (2) year term, subject to the written consent and agreement between the Parties.

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

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

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

Payment for Services. City agrees to pay CONTRACTOR a fee or fees as determined based upon the scope of work identified by the City to provide services related to the specified project. There will be a not-to-exceed amount of One Hundred Fifty Thousand Dollars (\$150,000.00) per year for the term of this Agreement. No travel and meal costs will be reimbursable. Prior to seeking any services outside of CONTRACTOR's scope and pricing as identified in Exhibit "A", as "Costs not included with proposal", CONTRACTOR shall adhere to the foregoing:

4.1. Any necessary additional work, as determined by City, which is not covered by the scope of service, shall not be undertaken without a written amendment to authorizing a Work Order executed by both parties in advance of any new or additional work.

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

4.3. The City shall pay CONTRACTOR monthly for services rendered within thirty (30) calendar days from date of approval of each of CONTRACTOR's invoices by the City Manager, up to the maximum amount of the proposal contained in Exhibit A. If any errors or omissions are discovered in any invoice, City will inform CONTRACTOR and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.

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

ARTICLE 5
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6

INDEMNIFICATION

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

6.1 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged negligent act, error or omission of the CONTRACTOR or its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;

6.2 violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by CONTRACTOR or its subcontractors in the performance of the work;

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

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

6.5 The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the CONTRACTOR and that Florida Statutes §725.06 requires a specific consideration be given therefor. The parties therefore agree that the sum of **Ten Dollars and 00/100 (\$10.00)**, receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by CONTRACTOR. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

ARTICLE 7

INSURANCE

7.1 Insurance Required Before Commencement of Work: The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.

7.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

7.3 Required Minimum Coverages: The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

7.4 GENERAL LIABILITY INSURANCE is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.

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

- a. Annual Aggregate shall apply “Per Job”;
- b. “The City of Dania Beach, Florida” is added as a named “Additional Insured”;
- c. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
- d. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
- e. Contractor’s insurance shall be primary and non-contributory;
- f. Waiver of Subrogation in favor of the City;
- g. 30 Days’ Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- h. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.

7.6 **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

7.7 In the case any work is sublet as otherwise addressed in the Agreement or Bid Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

7.8 **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

- A) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
- B) **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

7.9 **SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance) :**

- A) 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- B) Waiver of Subrogation.

7.10 **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.

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

- a) "The City of Dania Beach" is added as a named "Additional Insured";
- b) 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
- c) Waiver of Subrogation.

7.12 **Proof of Insurance:** The following are requirements that must be met regarding the Bidder's delivery of Certificates of Insurance for all coverages required in the Agreement and Bid Documents:

7.12.1 “Official” Certificates of Insurance must be delivered to the City Clerk’s office and Risk Manager of the City. If the “Official” certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the “Notice of Intent to Award”, then the City has the right to consider the awarded Agreement to the successful Bidder as void and to negotiate a contract with the next lowest responsive and responsible Bidder. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

7.12.2 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days’ prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies’ financial ratings must be no less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

ARTICLE 8

INDEPENDENT CONTRACTOR

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

ARTICLE 9

GOVERNING LAW, VENUE, FEES

9.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

9.2 All claims, counterclaims, disputes and other matters in question between City and CONTRACTOR arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation.

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

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

ARTICLE 10

PUBLIC RECORDS

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

10.2 Upon request from the City custodian of public records, CONTRACTOR shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

10.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City.

10.4 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the CONTRACTOR shall be delivered by the CONTRACTOR to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by CONTRACTOR shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

Section 119.0701(2)(a), Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: ELORA RIERA, CITY CLERK
Mailing Address: 100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number: 954-924-9800, Ext. 3623

Email: eriera@daniabeachfl.gov

ARTICLE 11 NOTICES

11. Notices. Except as provided above, whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

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

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

Contractor: Carlos A. Penin, P.E., President
C.A.P. Government, Inc.
100 Southeast 12 Street
Fort Lauderdale, Florida 33316

ARTICLE 12

SCRUTINIZED COMPANIES – 287.135 AND 215.473

SCRUTINIZED COMPANIES. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

ARTICLE 13

E-VERIFY

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

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

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

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

ARTICLE 14 **SOVEREIGN IMMUNITY**

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

a. Claims based upon any alleged breach by the CONTRACTOR of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the CONTRACTOR are only as set forth in this Agreement;

b. Claims based upon negligence or any tort arising out of this Agreement;

c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Consultants, agents, or any CONTRACTOR employee; and

d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CONTRACTOR and the CITY.

ARTICLE 15

MISCELLANEOUS

15.1 **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed. City hereby agrees to use CONTRACTOR's work product for its intended purposes.

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

15.3 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

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

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

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

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

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

15.10 **Extent of Agreement.** This Agreement represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

15.11 **Legal Representation.** It is acknowledged that each party was represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

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

15.13 **Safety.** The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The CONTRACTOR shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.

The CONTRACTOR certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

15.14 **Warranty.** The Contractor shall warrant to the City that materials and equipment furnished under the agreement will be of good quality and new unless otherwise required or permitted by the Contract Documents; that the Work will be free from defects, and that the Work will conform to the terms and conditions of the agreement. Work not conforming to those terms and conditions, including substitutions not properly approved and authorized may be considered defective. The Contractor's warranty may exclude damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient City maintenance, improper operation, or normal wear and tear under normal usage. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All manufacturers' product warranties shall be registered in the City's name and for its sole benefit.

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____

APPROVED FOR FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONTRACTOR:
C.A.P. Government, Inc.
a Florida corporation

WITNESSES:

SIGNATURE

PRINT Name

SIGNATURE

PRINT Name

SIGNATURE

Carlos A. Penin, P.E.

PRINT Name

President

Title

STATE OF FLORIDA}

COUNTY OF BROWARD}

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by Carlos A. Penin, as President of C.A.P. Government, Inc., a Florida corporation. He is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



City of Dania Beach

RFP 24-027

BUILDING DEPARTMENT SERVICES

RELEASE DATE: October 10, 2024

RESPONSE DEADLINE: November 8, 2024, 10:00 am

Please refer to the project timeline in this document for all important deadlines.

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1. Introduction
2. Project Details
3. Evaluation Phases
4. Vendor Questionnaire
5. Attachments

Attachments:

RFP 24-027 Building Department Services

1. Introduction

1.1. Summary

The City is requesting proposals for RFP 24-027 BUILDING DEPARTMENT SERVICES. Proposals are to be submitted via <https://procurement.opengov.com/portal/daniabeachfl>. Proposals will be received prior to Friday, November 8, 2024 at 10:00 am.

The Intent of this RFP is to seek proposals from qualified and experienced firms who can provide supplemental Building Division services for the Community Development Department. The successful firm shall be an independent contractor. The individuals assigned to work for the City shall be employees of the firm and shall be subject to approval by the City. Neither the firm nor the firm's employees shall be City employees. The desired services include but are not limited to:

- Plans examination and inspections
- Administrative duties related to the implementation and enforcement of the Florida Building Code, City Code and other applicable Broward County, State of Florida and Federal regulations.
- Electronic Plan Review (EPR) services with applicable software. EPR software integration with Bluebeam software is preferred.
- Other related assignments and services may be performed as directed by the City; i.e. post disaster service, staffing for emergency operations center (EOC), support the Unsafe Structure Board, Building Official services, City building assessments, governmental coordination, American Disabilities Act (ADA) coordinator.

1.2. Timeline

Release Project Date:	October 10, 2024
Question Response Deadline:	November 1, 2024, 5:00pm
Proposal Submission Deadline:	November 8, 2024, 10:00am

Bid Opening Link:	Virtual- Microsoft Teams https://teams.microsoft.com/l/meetupjoin/19%3ameeting_MDVmY2VkNmUtNWFmMi00MjU0LWJlMjEtMDQ4MDQxYmQyNW Ri%40thread.v2/0?context=%7b%22Tid%22%3a%226495b0d2-76aa-4ce0-8735-1233202a940c%22%2c%22Oid%22%3a%229b55967f-96b3-4a4c-aaf6-11ec6dc72083%22%7d
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1.3. Procurement Contact

Sasha Ramos

Procurement Manager

100 W Dania Beach Blvd

Dania Beach, FL 33004

Email: sramos@daniabeachfl.gov

Phone: (954) 924-6800 Ext: 3673

2. Project Details

2.1. Important Instructions for Electronic Submittals

The City of Dania Beach is accepting electronic bid submissions. Bidders shall create a FREE account with OpenGov Procurement by signing up at <https://procurement.opengov.com/signup>. Once you have completed account registration, browse back to this page, click on "Draft Response", and follow the instructions to submit the electronic bid.

2.2. Scope of Work or Project Details

Please see the Attachments section for specifications and attachments.

3. Evaluation Phases

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	Firm Qualifications & Background	Points Based	30 <i>(30% of Total)</i>
2.	Relevant Experience	Points Based	25 <i>(25% of Total)</i>
3.	Approach	Points Based	20 <i>(20% of Total)</i>
4.	Cost Proposal	Points Based	15 <i>(15% of Total)</i>
5.	References	Points Based	10 <i>(10% of Total)</i>

4. Vendor Questionnaire

1. Respondent Submittals (without Cost)*

Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

(Do not upload cost information in here)

*Response required

2. Separate Cost Proposal*

Confirm that your fee proposal is not attached in your Proposal and is attached separately here.

*Response required

3. I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.*

☐ Please confirm

*Response required

5.5 COST PROPOSAL:

C.A.P Government, Inc. (CAP) has the staff and resources necessary to provide plans review and inspection services in the disciplines identified in the RFP and shown in the table below:

The following proposed hourly rates are based on each profession or discipline provided in the Scope of Services.

Overtime (OT) Hourly Rates: CAP may perform plans review and inspections in off-hours upon written request from the City and charge additional fees for that service. CAP shall be compensated for that off-hours work in accordance with the Overtime Hourly Rates shown in the table below:

Emergency Service Rates: CAP may perform emergency services upon written request from the City and charge additional fees for that service. CAP shall be compensated for that off-hours work in accordance with the Overtime Hourly Rates shown in the table below:

Discipline	Hourly Rates	OT Hourly Rates
INSPECTOR		
Structural	\$92.50	\$120.25
Mechanical	\$92.50	\$120.25
Electrical	\$92.50	\$120.25
Plumbing	\$92.50	\$120.25
PLAN REVIEWERS		
Structural	\$105.00	\$136.50
Mechanical	\$100.00	\$130.00
Electrical	\$100.00	\$130.00
Plumbing	\$100.00	\$130.00
CHIEFS		
Structural	\$105.00	\$136.50
Mechanical	\$100.00	\$130.00
Electrical	\$100.00	\$130.00
Plumbing	\$100.00	\$130.00
BUILDING OFFICIAL		
Building Official	\$115.00	\$149.50
OTHER RELATED SERVICES		
Flood Plain Management	\$115.00	\$149.50
Engineering	\$117.50	\$152.75
Landscape	\$100.00	\$130.00
Zoning	\$100.00	\$130.00
Administrative	\$55.00	\$71.50
Project Manager	\$140.00	\$182.00
Project Engineer	\$130.00	\$169.00
Project Architect	\$130.00	\$169.00
Electronic Plan Review*	\$115.00	\$149.50
IT Services	\$105.00	\$136.50
Code Compliance	\$80.00	\$104.00

****Electronic Plan Review includes CAP providing the hardware and software to perform Electronic Plan Review and mobile inspections services using the CAP Portal.***

CAP is willing to meet with the City Manager to review and negotiate these Hourly Rates on an annual basis to compare to industry trends. We can however point out that the rates proposed above are competitive and, in some cases, lower than the published rates currently being charged by Broward County to the City of Dania Beach for similar services.

In addition, the City indicated a possible openness to accept compensation based on “Percent of Revenue”. CAP has several municipal clients that use this method, and we are willing to enter into this type of agreement, if deemed mutually beneficial to both parties.



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Authorizing the award of RFQ 24-015 for design services of the park improvements at P.J. Meli Aquatics Complex to Bermello Ajamil & Partners, Inc. in the amount of One Million Six Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,688,500.00).

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing the award of RFQ-24-015 for design services of the park improvements at P.J. Meli Aquatics Complex, 2901 SW 52nd Street, to Bermello Ajamil & Partners, Inc. in the amount of One Million Six Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,688,500.00).

Background:

On September 24, 2024, the City Commission adopted resolution 2024-147 provided for the proper City Officials to begin contract negotiations with the top ranked firm of RFQ 24-015, Bermello Ajamil & Partners, Inc.

Administration has agreed to the services of Bermello Ajamil & Partners, Inc. in the amount of One Million Six Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,688,500.00).

Budgetary Impact

That funding for design services is available and appropriated within the Parks Masterplan Construction Fund PJ Meli Park Improvements Professional Services account number 302-72-08-572-31-10.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing the award of RFQ 24-015 for design services of the park improvements at P.J. Meli Aquatics Complex, 2901 SW 52nd Street, to Bermello Ajamil & Partners, Inc. in the amount of One Million Six Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,688,500.00).

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT WITH BERMELLO AJAMIL & PARTNERS, INC. FOR DESIGN SERVICES FOR IMPROVEMENTS RELATED TO NEW CONSTRUCTION AT P.J. MELI AQUATICS COMPLEX, IN THE AMOUNT OF ONE MILLION SIX HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$1,688,500.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2024-147, adopted on September 24, 2024, the City Commission authorized the City Administration to begin contract negotiations with the top ranked firm, Bermello Ajamil & Partners, Inc., related to RFQ No. 24-015 entitled “Design Services for P.J. Meli Aquatics Complex Improvements”; 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 One Million Six Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,688,500.00).

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 Bermello Ajamil & Partners, Inc. for Design Services for P.J. Meli Aquatics Complex Improvements in the amount of One Million Six Hundred Eighty-Eight Thousand Five Hundred Dollars (\$1,688,500.00).

Section 3. That funding for design services is available and appropriated within the Parks Masterplan Construction Fund PJ Meli Park Improvements Professional Services account number 302-72-08-572-31-10.

Section 4. That the City Manager is authorized to approve additional services within the scope of the agreement and within available project funding.

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 _____, 2025.

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

DESIGN SERVICES PROFESSIONAL SERVICES AGREEMENT

This is an Agreement (“Agreement”) dated _____, 2025, 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 Bermello Ajamil & Partners, Inc. (the “Consultant”), a Florida corporation an address of 2601 South Bayshore Drive, Suite 1000, Miami, Florida 33133.

Proposal: Consultant submitted its Proposal dated October 29, 2024 (the “Proposal”) in response to the Request for Qualifications No. 24-015 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 adopted a Parks Master Plan in 2019 which provides a comprehensive plan for updates and improvements to parks throughout the City. The next project of this Master Plan is the new construction of the P.J. Meli Aquatic Complex. The Master Plan proposes a total redesign of P.J. Meli Aquatic Complex. Anticipated design elements for this location include, but are not limited to, a new community center with direct access to the Swim Center. In addition to the community center, the location will also be home to two basketball courts, two tennis courts and two pickleball courts, a walking path outfitted with exercise stations lining the perimeter of the redesigned park, two new covered playgrounds for different ages, a multipurpose football/soccer field, a baseball field, new outdoor restrooms and increased parking. 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:

- 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.

A. PROJECT LOCATION

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”), which is attached and incorporated into this Agreement, by this reference.

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: One Million Six Hundred Eighty-Eight Thousand, Five Hundred Dollars (\$1,688,500.00). 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 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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Name / Title:	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

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.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

SIGNATURES ON 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 LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONSULTANT:

**Bermello Ajamil & Partners, Inc.
a Florida corporation**

Signature

PRINT Name

Title

Dated: _____, 2025

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2025
by _____, as _____ of
Bermello Ajamil & Partners, Inc., a Florida corporation. He/she is personally known to me or has
produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

EXHIBIT A
SCOPE OF SERVICES

CITY OF DANIA BEACH, FLORIDA



REQUEST FOR QUALIFICATIONS FOR DESIGN SERVICES FOR P.J. MELI AQUATICS COMPLEX IMPROVEMENTS

City Request for Qualifications ("RFQ") No. 24-015

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

JUNE 18, 2024

CITY OF DANIA BEACH, FLORIDA
REQUEST FOR QUALIFICATIONS (“RFQ”) FOR
“DESIGN SERVICES FOR P.J. MELI AQUATICS COMPLEX IMPROVEMENTS”
RFQ NO. 24-015

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 P.J. MELI AQUATICS COMPLEX IMPROVEMENTS”, RFQ 24-015”**.

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 JULY 18, 2024. Proposals will be publicly opened at 1:00 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.

NON-MANDATORY OR MANDATORY PRE-PROPOSAL MEETING

A pre-proposal meeting will not be held.

PROPOSAL SUBMISSION

Proposals must be submitted electronically on DemandStar, the City’s designated electronic bidding system. All bid document files must be clearly labeled **“DESIGN SERVICES FOR P.J. MELI AQUATICS COMPLEX IMPROVEMENTS”, RFQ 24-015”**.

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 1:00 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/86129051558?pwd=I7uHM5QcFK7d19bExlBVFvU0h7Ubbw.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: June 18, 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 P.J. Meli Aquatic Complex.

I. Description of Proposed Project

The City of Dania Beach adopted a Parks Master Plan in 2019 which provides a comprehensive plan for updates and improvements to parks throughout the City. The next project of this Master Plan is the new construction of the P.J. Meli Aquatic Complex. The Master Plan proposes a total redesign of P.J. Meli Aquatic Complex. Anticipated design elements for this location include, but are not limited to, a new community center with direct access to the Swim Center. In addition to the community center, the location will also be home to two basketball courts, two tennis courts and two pickleball courts, a walking path outfitted with exercise stations lining the perimeter of the redesigned park, two new covered playgrounds for different ages, a multipurpose football/soccer field, a baseball field, new outdoor restrooms and increased parking. 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.

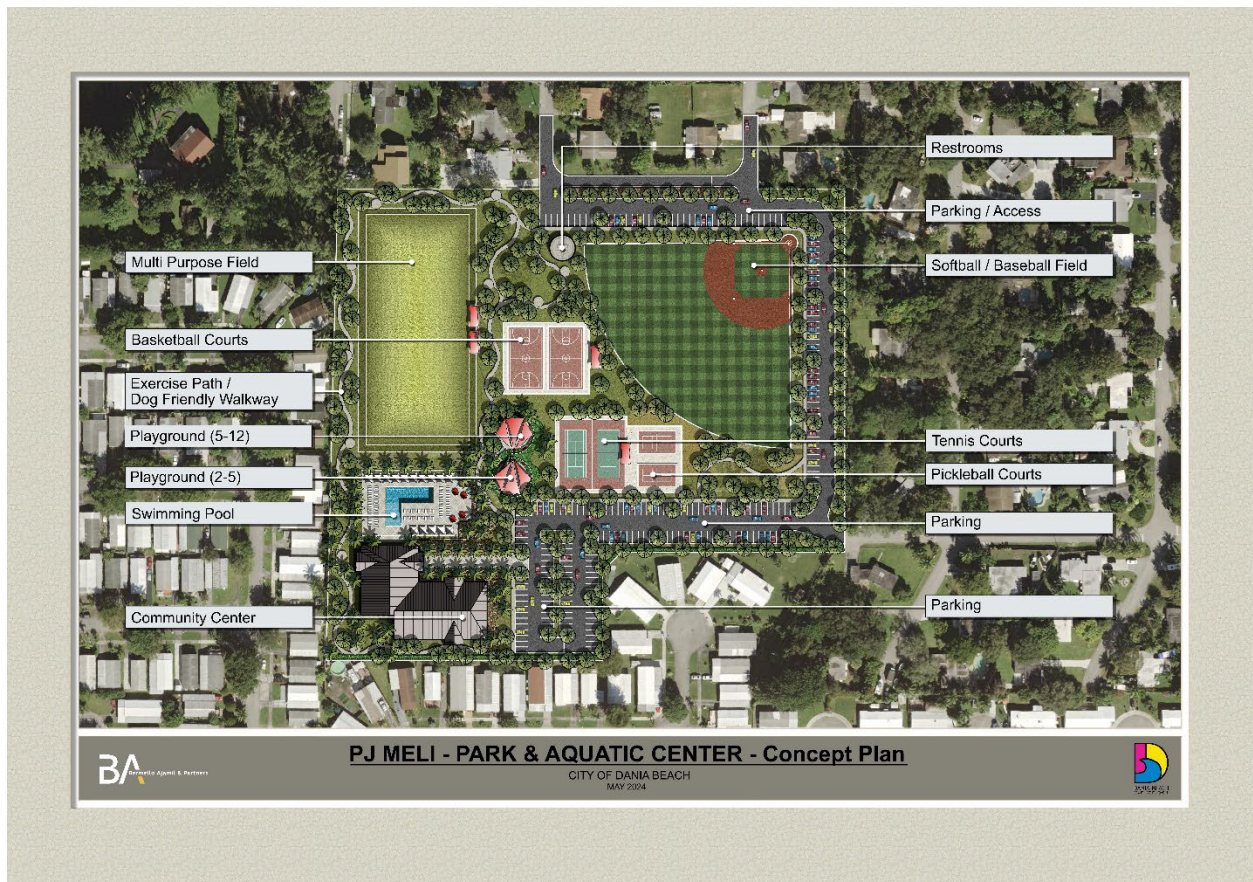
- Ensure that all installations are in strict compliance with the Florida Building Code or Miami Dade Specifications.

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

P.J. Meli Aquatic Complex at 2901 SW 52nd Street, Dania Beach, FL 33312.



3. SUBMISSION DEADLINE AND RESPONSE OPENING

All Proposals must be received by no later than 1:00 p.m. on July 18, 2024. The list of Proposers will be opened and read aloud immediately after the submission deadline. 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

- 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 July 8, 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 B
FEE SCHEDULE

October 29, 2024
Revised November 25, 2024

SCOPE OF SERVICES

City of Dania Beach, Parks and Recreation Department

P.J. Meli Park Improvements

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fee to the City of Dania Beach Parks and Recreation Department (CLIENT) for professional design services for the P.J. Meli Park Improvements project.

PART I - PROJECT BACKGROUND AND DESCRIPTION:

EDITORIAL NOTE: Throughout the remainder of this Scope of Services document, for clarity purposes, when CLIENT is used it refers to the Dania Beach Parks and Recreation Department. When CITY or City of Dania Beach is used, it refers to other City Departments, such as Public Services, Community Development, Planning and Zoning and the Building Department.

The project is the complete redevelopment of P.J. Meli Park located at 2901 SW 52nd Street, Fort Lauderdale, Florida 33312. The CLIENT has requested BA provide this scope and fee to refine the conceptual plan depicted in the RFQ (see Figure 1 below), and to perform and prepare professional design services including survey and mapping, geotechnical engineering, City of Dania Beach DRC Site Plan approval process, design development, regulatory permitting with agencies having jurisdiction (application and associated drawings and reports), periodic schedule updates, cost estimating, construction drawings and CSI format technical specifications as well as prepare building fixture, furniture and equipment (FFE) design and specifications. As part of this Scope, BA shall participate in one City Commission meeting and one public presentation. The scope includes coordination and assisting the CLIENT's Construction Manager at Risk Contractor during the bidding process and perform construction administration assistance including project and regulatory permit close out.

P.J. Meli Park is approximately 12.18 acres and consists of two parcels: a 2.55-acre parcel on the southern side of the park owned by the City of Dania Beach and a 9.63-acre parcel at the northern portion which is owned by Broward County Public Schools. The CLIENT has the authority to make the changes and improvements to the subject properties described in this proposal. It is assumed that the subject properties are zoned for and have the appropriate and applicable land use designation that are consistent with the proposed program and can receive a City of Dania Beach Development Order without special exceptions, permissions or procedures. It is further assumed that the issuance of a Development Order shall not require public hearings, variances, land use changes, rezoning, replatting or land use plan amendments. Should any of these be required in order to receive an applicable City Development Order, they shall be provided as an additional service for an agreed to fee.

Demolition plans shall include all existing structures, features and elements except for certain notable existing trees and palms, the lift station and the sewer main. In the southeast corner of the park, it is assumed the existing parking shall remain parking as part of the improvements described here. While it may not be specified to be demolished, it may need to be regraded and need to be partially rebuilt. Demolition includes what is assumed to be a buried septic tank in the northwest quadrant of the park. Should this existing element be discovered during survey work to be something other a septic tank and requires further discovery investigation and or if special regulatory removal approvals are required, this work effort shall be provided as an additional service for an agreed to fee. The sewer easement is owned by Broward County and is aligned north/south from SW 29th Way to an existing lift station at the

intersection with SW 52nd Street; as well as an east west segment along the south side of the northern boundary of the park and the SW 52nd Street right-of-way.

Planning services shall include a review and analysis of applicable development zoning code standards for what is allowable on the subject properties such as FAR, maximum heights, setbacks, building uses and flood plain requirements. BA planning services shall also include working with the City through the DRC site plan approval process. BA is not qualified for and shall not be responsible for providing services customarily completed and provided by a Land Use Attorney.

Construction drawings shall be prepared for design development, 60%, 90% and 100% milestones. CSI format technical specifications shall be prepared at 60%, 90% and 100% milestones. BA shall not be responsible for preparing a project manual, invitation to bid or 'front end' contractual documents. Cost analysis and estimating shall be prepared at conceptual master planning and at design development/30% CD's.

The CLIENT is using a construction manager at risk project delivery method. It is assumed that the construction manager shall be responsible for project improvement costing after BA completes the 30% CS's estimate. BA shall prepare and submit common applicable regulatory permit applications and associated drawings such as for stormwater license, potable water, sanitary sewer, pool facility reviews and tree removal. It is assumed that the proposed snack bar will be operated by the CLIENT (a municipal entity) and not a third-party vendor and shall not be required to be permitted or be designed to the standards of the Florida Department of Health or Florida Division of Hotel and Restaurant.

Bidding assistance shall be limited to responding to CONTRACTOR requests for information (RFI's) and drawing revisions if that is the most effective response. BA shall coordinate directly with the CLIENT's Construction Manager. BA shall not be responsible for bid evaluation and analysis but shall review the GMP bid for completeness and shall report on missing or unclear information.

Water and sanitary sewer design shall be limited to distribution of both systems to proposed onsite improvements. BA shall not be responsible for utility design/distribution network/lines outside the project boundary. If it is determined that the water and sanitary sewer distribution network beyond the limits of the park have insufficient capacity to service the proposed improvements, any associated offsite design services shall be provided as an additional service for an agreed to fee.

As part of the stormwater improvement work effort, BA shall coordinate their design with the City's Neighborhood Drainage Improvement Project designers. Once it is determined that the proposed Park improvements stormwater can be sufficiently and efficiently handled onsite and there is capacity in the system, BA shall work with the City to explore feasible mechanisms to accommodate/accept offsite stormwater to the Park. Accepting offsite stormwater onto the Park site is subject to approvals by agencies having jurisdiction.

Project building department permitting is assumed to be through the City of Dania Beach Building Department only. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee. The Dania Beach Building Department Permit work effort shall be for one (1) permit/application for site improvements and one (1) permit/application for vertical building improvements. BA shall prepare building permit applications as well as signed and sealed drawings and reports and submit them directly to the City of Dania Beach Building Department via their online CAP system. BA shall respond to building department comments, prepare clouded revised drawings where appropriate, and provided both to the Building Department.

It is assumed that the construction duration is 548 days/1.5 years (from CONTRACTOR notice to proceed to substantial completion) and it shall be considered an additional service to provide professional services beyond this timeframe. Construction administration services are limited to design drawing interpretations and clarifications and periodic visits to the site to observe the progress of construction and to identify observed improvements that are deemed not compliant with the construction contract documents. Specifically, construction services included in this

proposal are limited to submittal reviews, RFI responses, consideration and responses to substitution requests, participation in owner/architect/CONTRACTOR (OAC) meetings every other week (but BA shall not be responsible for preparation of associated meeting minutes), periodic site visits and preparation of associated field reports, monthly CONTRACTOR Pay Application review, equipment start up and testing observation, substantial completion walkthrough and preparation of punch list and final completion walkthrough. BA shall not be responsible for managing the CONTRACTOR on a day-to-day basis. The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.



While the Conceptual Plan in the RFQ shows the general park improvements, the following is the specific anticipated Program elements included in the Scope:

- **General Site Improvements:** Stub outs for future Wi-fi utilizing light poles. 6'-0" tall perimeter fencing and gates. Two (2) 10' X 10' picnic shelters with picnic tables. One (1) 30' tall flagpole. Code minimum landscape and automated full coverage irrigation system.

- **Community Center:** A new 1-story, approximately 11,500 square foot structure, including a lobby/reception area, offices, flexible meeting rooms with retractable walls, an exercise/fitness area including cardio and free weights, locker rooms/restrooms/showers (for building & swimming/lap pool) concession stand/snack bar/warming kitchen, storage and related utility rooms, Wi-Fi coverage, turn-key access control per CLIENT requirements, doors prepped for future door contacts, CCTV coverage, stub outs for future data, stub outs and provisions for future public address speaker system.
- **Swimming/Lap Pool:** 25 meter X 10 lane lap heated pool (25m X 25 yards) with starting blocks, attached to a 1500 square foot pool with beach entry, underwater lighting, Musco sports lighting, pool decking, 5' tall perimeter fencing and gates, Wi-Fi coverage, CCTV utilizing light poles, stub outs for future data, stub outs for future light pole mounted public address/speaker system, fixed "accessible" chair lift, chaise lounge chairs, umbrellas with tables and chairs, and an approximate 500 square foot pool equipment and chemical supplies building or room (in the community center), whichever is the most effective, efficient, cost effective and operational location.
- **Freestanding Park Restroom:** general use restroom, approximately 500 sq ft and ventilated (not air-conditioned), including 2 water closets and 1 lavatory per sex, drinking fountains, and a janitor's closet w/mop sink.
- **Dumpster Enclosure:** one (1) dumpster enclosure meeting the requirements of Article IV, Section 13-75 of the City Code of Ordinance and applicable Florida Building Code requirements.
- **Two (2) Basketball Courts:** concrete slab, finish and striping, shaded bleachers, shaded player benches, hoops, backboards and posts, 8' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two (2) Tennis Courts:** asphalt surface, finish and striping, shaded player benches, 10' tall perimeter fence and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two Pickleball Courts:** 4' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Walking Paths:** 4" concrete, 6' to 8' wide depending on available space, benches, litter receptacles, bike racks, outdoor exercise stations, one (1) chilled drinking fountain/bottle filler.
- **Playgrounds:** 2 to 5 and 5 to 12 years old playgrounds, shade canopy, play equipment including a swing set for the younger age group, synthetic turf safety surfacing, 4' tall perimeter fencing and gates, CCTV utilizing pedestrian light poles, a lockable hose bib.
- **Multi-purpose Soccer Field:** 308' X 184' synthetic turf including sidelines and end zones, shaded player benches, shaded bleachers, 4' tall fencing and gates, posts/soccer goals, scoreboard, conduit and provisions for future public address system utilizing sports lighting poles, Musco sports lighting, CCTV utilizing sports lighting poles, four (4) lockable hose bibs.
- **Lightening Detection System:** Perry Weather system mounted to free standing restroom.
- **Baseball Field:** 320' center field and foul line size, 5' foul line and outfield fencing and gates, 20' backstop, foul ball posts shaded dugouts, shaded bleachers, scoreboard with provisions for controls, artificial turf outfield and infield, Musco sports lighting, CCTV utilizing sports lighting poles, stub outs and provisions for future public address/speaker system utilizing sports light poles, four (4) lockable hose bibs.
- **Parking & Vehicle Access:** Approximately 230 asphalt paved parking spaces and drive isles, lighted, CCTV utilizing light poles, license plate readers at each of the three (3) vehicle access points; one at SW 52nd Street, one at SW 29th Way and one at SW 29th Avenue; existing parking in the southeast corner of park shall remain parking but may need to be partially or fully rebuilt.
- **Dog Run Area:** approximately 12,600 square foot, synthetic turf, 4' fence and gates, one (1) chilled dog/people drinking fountain/filler, benches, litter receptacles, conveniently located lockable hose bib for cleaning synthetic turf is critical.
- **Utilities:** water, sewer and franchise utilities (cable & data) services and connections.
- **Stormwater:** stormwater improvements to meet pre and post development drainage requirements and, where possible, eliminate flooding on SW 28th Terrace and SW 52nd Street.

The project budget (provided by the CLIENT) for the improvements described in this Scope is approximately \$19,000,000.00 (nineteen million-one dollars). This budget is the basis for this scope of services and fees. The inclusion of project program elements in the design is subject to the available established funds. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the budget. It shall be considered an additional service if BA is asked to design elements that exceed the established and stated construction budget or if additional improvement budget is allocated for the scope of work under this proposal.

Professional design services for this project include landscape architecture, architecture, civil engineering, mechanical, electrical, plumbing, and low voltage engineering, structural engineering, traffic engineering, aquatic engineering, arborist services, survey and mapping, geotechnical engineering and cost estimating. See below for more detailed descriptions of the scope included for each discipline. Assisting BA (Architecture and Landscape Architecture) with these professional design services shall be the following firms and associated disciplines:

- | | |
|------------------------|--|
| • Gibb Land Surveyor | Survey and Mapping |
| • CSA Group | Civil Engineering |
| • Tierra South Florida | Geotechnical Subsurface Exploration and Analysis |
| • MUEngineers, Inc. | Structural Engineering and Special Structural Inspections |
| • Hammond & Associates | Mechanical, Electrical, Plumbing and Low-Voltage Engineering |
| • Martin Aquatics | Aquatic Engineering |
| • TrafTech | Traffic Engineering |
| • Kenneth DiDonato | Irrigation Design |
| • The Bosch Group | Cost Estimating |
| • Patrick Hannah | Arborist Services |
- **Landscape Architecture:** Landscape architecture services shall include project management and coordination; tree disposition plans, details and specifications, pedestrian hardscape paving design, plans, details and specifications; site furniture plans, details and specifications, landscape plans, details and specifications, irrigation plans, details and specifications; preparation of City of Dania Beach Tree Removal Application; bidding assistance; building department permitting assistance; construction administration. CONTRACTOR Pay Application review and Tree Removal permit close out.
 - **Architecture:** Architectural design services shall include assistance with programming for the design of the conceptual layout and massing of the buildings, coordination with engineers in the design of the building systems, detailed drawings and technical specifications preparation, including furniture, fixtures and equipment as described below. Services shall also include coordination with the design team, and with the project's engineers on all the building systems, and with the CLIENT on the program and design; which entails the preparation of architectural drawings and specifications depicting the design intent of the buildings that will include plans, elevations, sections and details as necessary for the DRC Site Plan approval, assistance with obtaining Building Department permit approvals, assistance with Bidding, and Construction Administration services, as outlined in the Tasks below.
 - **Survey and Mapping:** See Task 2.0 below.
 - **Geotechnical Engineering:** See Task 6.0 below.
 - **Arborist:** Arborist services shall be to prepare a Full Level 1 Tree Disposition Report for all existing trees. The report shall entail scientific/common names, sizes, condition, tree preservation suggestions, pictures, and pertinent notes for each tree. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition.

- **Traffic Engineering:** Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, traffic engineering shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- **Civil Engineering:** Civil engineering services shall include conceptual drainage analysis, master engineering plans including drainage, general grading, fire hydrants, and utility services; paving, grading and drainage construction drawings; and water distribution and sanitary collection system (pump system design is not anticipated); regulatory permitting and building department permitting; coordination with the CONTRACTOR, construction administration services; and AHJ permit close out. The civil engineer shall coordinate the drainage design with the City's Neighborhood Drainage Improvement Project.
- **Mechanical, Electrical Plumbing and Low Voltage Engineering:** MEP/LV engineering design services for the buildings shall include coordination with civil and aquatic engineers, architecture, lighting representative and power supply company, electrical lighting and power systems, the fire alarm system, low voltage plans for the audio, visual, security, and communication services, a complete sanitary and water piping system, storm water and emergency overflow systems, prepare sanitary, water and storm water risers, design HV/AC air handling systems, design ductwork systems, design condensate and auxiliary drainage system for the air handling units, prepare applicable CSI technical specifications, and design and specify HV/AC and lighting controls systems. Additional MEP/LV engineering Services related to site improvements include design of parking lot and walkway lighting systems with photometrics, design sports lighting system for the sports fields, swimming pool and courts with photometrics, prepare site electrical plans for the site receptacles, irrigation controller, scoreboards and other site elements requiring electric, prepare low voltage plans for future PA System for the football and baseball fields, prepare low voltage plans for the Site CCTV and Wi-Fi. MEP/LV construction administration services shall include review all pertinent shop drawings and maintain shop drawing log, answer CONTRACTOR RFI's, issue clarifications, etc., during the construction, perform substantial completion walkthrough and prepare punch list, periodic site visits. All MEP/LV drawings and calculations shall be prepared and signed and sealed by a Florida licensed engineer and shall be compliant with applicable federal, state and local agencies having jurisdiction.
- **Aquatic Engineering:** The aquatic engineering shall include the identification, selection, and placement of major equipment components and the desired water effects for the swimming pool. Aquatic engineered elements shall be inclusive of associated structural, filtration pump pit, specialty engineering, chemical and sterilization systems, plumbing, electrical, electrical system controls, sub-panel power distribution, filtration and pumping systems, hydraulic mechanical engineering and waterproofing design of all aquatic features. Aquatic engineering shall include underwater LED light specifications and installation details, underground surge tank/vault and associated ladders and railings. The aquatic engineer shall also locate and specify miscellaneous pool equipment such as floating lane lines and starting blocks. The aquatic engineer shall coordinate their work with other applicable disciplines such as architecture, civil engineering and MEP. The aquatic engineer shall assist with permit approvals from Authorities Having Jurisdiction (AHJ). The aquatic engineer shall also assist the CLIENT and the rest of the design team to determine the most effective, efficient, cost effective and operational pool equipment location; either a free standing building or a room contained within the community center.
- **Structural Engineering:** Structural design services shall include the one-story community center, the pool equipment building or room, the free-standing bathroom, the dumpster enclosure and miscellaneous site improvements such as foundation design for fencing and gates, pre-engineered scoreboards and sports and site lighting. The structural engineering scope assumes that the foundation or slab support shall be supported on spread foundations and/or slabs on grade. The structural engineer shall review the recommendations by the Geotechnical Engineer after the soil investigations are performed and shall inform the CLIENT if the foundations recommendations differ from this assumption. Alternate structural design systems shall be provided as an additional service for an agreed to fee. The structural engineering work effort will also include coordination with the design team, preparation of construction drawings and CSI format technical specifications related to the structural design of the building structures, bidding assistance, building department permitting and construction administration services. The

structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

- **Cost Estimating:** Cost estimating services include an independent cost estimate analysis and submittal based on the conceptual design/master plan and one (1) at the design development phase. Vertical construction costs for onsite buildings shall be provided. Separation of the estimate into major cost components, phases, etcetera, shall be established prior to the first cost estimate, and be the format used for all subsequent cost estimates. Reconfiguration or changes to the cost estimates format shall be provided as an additional service for an agreed to fee. BA shall not be responsible for analysis of estimates prepared by the CONTRACTOR.

All improvements shall be compliant with the Americans with Disability Act, Florida Building Code, Florida Administrative Code and applicable local, state and federal laws, rules and guidelines.

PART II - SCOPE OF WORK

TASK 1.0 – SURVEY AND MAPPING

- 1.1 Survey and Mapping** – BA shall prepare a boundary and topographic survey, locating and identifying all visible existing above-ground improvements. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983/2011 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Provide cross-sections on a 25 foot grid to extend over adjacent roadways and include any highs and lows occurring off-grid. Provide location of existing asphalt roadways, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, headwalls, end walls, manholes, vaults, driveways, concrete curbing and curb cuts, landscaping, and any other visible improvements. Provide rim and invert elevations on all storm and sanitary sewer structures. Provide location of individual trees, listing all trees and palms with common type (to the best of our knowledge) and trunk diameter (DBH) and canopy spread (drip line) diameter. BA shall survey the raised area (mound) in the northwest quadrant of the park, where an existing septic tank may exist, using geophysical, magnetic methods or Ground Penetrating Radar (GPR) and produce an approximate size of the existing tank — for demolition purposes. GPR shall only be utilized in the area of the raised mound area. Results of GPR shall be included in the digital (PDF & CAD) deliverables. Digital maps shall delineate all field collected data as well as existing limits of referenced rights-of-way. BA shall provide the CLIENT a certified survey, digitally signed & sealed pdf and CAD file.

Deliverables for Task 1.0 Survey and Mapping – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white digitally signed and sealed PDF of survey drawings
- One (1) AutoCAD .dwg file of survey

TASK 2.0 – PROJECT INITIATION

- 2.1 Project Management** – In addition to the specific services detailed below, throughout the duration of the project, BA shall coordinate all associated work with the CLIENT's representative and the CLIENT's project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 Design Intent Kick-Off Meeting** – BA shall attend one (1) meeting with the CLIENT to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record keeping standards, communications with the CLIENT, distribution procedures, meeting dates, public and City Commission notification and preliminary and final submissions. BA shall prepare and distribute minutes of the Kick-Off Meeting.

- 2.3 Arborists Level 1 Tree Disposition Report** – The Arborist shall visit the site one (1) time to assess and evaluate the condition of all existing trees and palms. The Arborist shall prepare a Level 1 Report that shall include the following for each tree and palm: scientific/common name, size, condition, tree preservation suggestion, picture, and pertinent notes for each tree. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting and shall be the basis of the Tree Disposition/Preservation Plans throughout the design, permitting and construction process.
- 2.4 Site Visit, Inventory, Analysis and Assessment** – BA shall visit the site one (1) time with the CLIENT to discuss and observe key issues, opportunities or constraints. While on site, BA shall also verify the surveyed trees. BA shall prepare and distribute a summary of observations, discussion topics and directions received.
- 2.5 Architectural Programming Meeting** – BA shall meet with the CLIENT one (1) time in person to refine the community recreation center and free-standing restroom architectural program. Based on discussions, decisions made and direction given, BA shall develop a floor plan sketch for review and comment. BA shall prepare and distribute minutes.
- 2.6 Architectural Floor Plans** – Based on discussion during the Architectural Programming Meeting, BA shall prepare and distribute floor plans for the community center and free-standing bathroom. The CLIENT shall provide BA one consolidated list of comments. Minor changes and modifications shall be incorporated into the Conceptual Master Plan Task.

Deliverables for Task 2.0 Project Initiation – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of minutes of Design Intent / Kick-Off Meeting
- One (1) 8 ½" X 11" black and white PDF of Site Visit, Inventory, Analysis and Assessment summary
- One (1) 8 ½" X 11" black and white PDF of Architectural Programming Meeting Minutes
- One (1) 24" X 36" black and white PDF of Community Center and Free-Standing Bathroom Floor Plans

TASK 3.0 – ZONING AND LAND USE ANALYSIS

- 3.1 Regulatory Development Review** – BA shall review and analyze appropriate City land development regulations (LDR's) such as FAR, maximum building heights, setbacks, building uses and flood plain requirement and provide the CLIENT one (1) consolidated list of development limitations that affect the proposed improvements. BA's LDR due diligence review shall include coordination with the City of Dania Beach Planning and Zoning Department to confirm the site development standards for the zoning district. BA shall prepare a summary of zoning requirements including the permitted uses, bulk requirements and yard setback requirements which the proposed design shall be subject to.

Deliverables for Task 3.0 Zoning and Land Use Analysis – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Development Limitations Memorandum

TASK 4.0 – WAIVER FROM LAND DEVELOPMENT CODE FOR MUNICIPAL PROJECTS

- 4.1 Development Waiver Due Diligence** – BA shall research, document and assist the CLIENT with the City of Dania Beach Waiver Process (per Section 700-190 of the Code) for non-conforming proposed program elements such as vertical elements in setbacks, buildings exceeding maximum heights, building coverage exceeding maximum, signage size and light spillover. BA shall summarize and provide a list of non-conforming program elements.

- 4.2 Waiver Coordination Meetings** – BA shall participate in two (2) virtual review meetings with the City and the CLIENT to review and discuss approval procedures for proposed non-conforming program elements.
- 4.3 Waiver Request Justification Letter** – Based on the results of the non-conforming program element due diligence research and review and coordination meetings with the City and CLIENT, BA shall prepare and provide a Waiver Request Justification Letter. The Waiver Request Justification Letter shall be submitted to the City during the DRC Site Plan Approval Process.
- 4.4 Waiver Request Diagram** – BA shall prepare one (1) drawing that illustrates and depicts the non-confirming program elements location and type. The Waiver Request Diagram shall be submitted to the City during the DRC Site Plan Approval Process.

Deliverables for Task 4.0 Waiver From Lands Development Code For Municipal Projects – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Non-Conforming Program Element List
- One (1) 24" X 36" black and white PDF depicting Non-Conforming Program Elements
- One (1) 8 ½" X 11 black and white PDF of Wavier justification Request Letter

TASK 5.0 – CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS

- 5.1 Draft Conceptual Master Plan** – Based on themes discussed at the Design Intent Kick-Off Meeting and the Architectural Programming Meeting, and descriptions in the RFP and Parks System Master Plan, BA shall prepare a draft rendered conceptual master plan.
- 5.2 Draft Conceptual Master Plan Opinion of Probable Cost (OOPC)** – BA shall prepare and provide to the CLIENT an opinion of probable cost based on the Conceptual Master Plan.
- 5.3 Schedule** – BA shall prepare a project schedule that correlates to the tasks detailed in this scope.
- 5.4 Draft Conceptual Master Plan Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss the Draft Conceptual Master Plan, associated cost estimate and project schedule. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the established budget. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the Final Conceptual Master Plan. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 5.5 Final Conceptual Master Plan** – Based on comments discussed during the Draft Conceptual Master Plan and Cost Estimate Review Meeting, BA shall make minor adjustments to the plan and OOPC and provide to the CLIENT for final review and approval prior to City Commission Presentation.
- 5.6 Final Conceptual Plan and Opinion of Probable Cost Draft Presentation** – BA shall prepare and provide a PowerPoint presentation that summarizes the Final Conceptual Master Plan and associated OOPC. The CLIENT shall provide BA one (1) consolidated list of comments or changes to the presentation. Minor revisions shall be incorporated into the presentation prior to the City Commission meeting. Major changes that represent a significant departure from the original design program shall be provided as an additional service.

- 5.7 City Commission Final Conceptual Master Plan Presentation** – BA shall prepare a Final Conceptual Master Plan PowerPoint Presentation and attend and participate in a presentation to City Commission. Minor revisions shall be incorporated into the presentation prior to the Public Presentation. BA shall not be responsible for preparing or distributing minutes of City Commission Comments or feedback.
- 5.8 Public Meeting** – Based on comments received from City Commission on the Final Conceptual Master Plan, BA shall attend and participate in a public meeting to present the Final Conceptual Plan. BA shall not be responsible for preparing or distributing minutes.
- 5.9 Final Conceptual Master Plan Review Meeting** – BA shall participate in one (1) virtual meeting to discuss comments and feedback received during the Final Conceptual Master Plan presentation to City Commission and the Public. The CLIENT shall provide BA direction on incorporation of comments into the proposed improvements. Minor comments received shall be incorporated into the DRC Site Plan Drawings. BA shall not be responsible for updating the illustrative color master plan from this point in time moving forward. BA shall prepare and distribute minutes.

Deliverables for Task 5.0 Conceptual Master Plan and Public Meetings – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of the Draft Conceptual Master Plan
- One (1) 8 ½" X 11" black and white PDF of Draft Conceptual Master Plan Opinion of Probable Cost
- One (1) 11" X 17" black and white PDF of Project Schedule
- One (1) 8 ½" X 11" black and white PDF's of the Draft Conceptual Master Plan and OOPC Review Meeting Minutes
- One (1) 24" X 36" color PDF of the Final Conceptual Master Plan
- Four (4) 24" X 36 color prints of the Final Conceptual Master Plan
- One (1) Final Conceptual Master Plan and OOPC Draft PowerPoint Presentation
- One (1) Final Conceptual Master Plan and OOPC Final PowerPoint Presentation
- One (1) 8 ½" X 11" black and white PDF of Final Conceptual Master Plan Review Meeting Minutes

TASK 6.0 – SUBSURFACE EXPLORATION AND REPORTING (GEOTECHNICAL ENGINEERING)

- 6.1 Geotechnical Engineering** –. BA shall perform geotechnical engineering subsurface exploration testing and reporting including:
- Six (6) Standard Penetration Test (SPT) borings to a depth of 40 feet below existing grade for the proposed aquatic facility
 - Nine (9) Structural SPT borings to a depth of 40 feet around football field, parking lot, court, light pole, scoreboards, 20' tall fence posts and netting pole foundations.
 - Three (3) Borehole Permeability (BHP) tests per South Florida Water Management District (SFWMD) Standards, and
 - Two (2) Double Ring Infiltrometer tests

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designations D 1586. Borings will be approximately located in the field (at approximate locations provided by the design engineers) by drilling personnel. Prior to drilling at the project site, geotechnical engineer shall notify the local utility companies and request that underground utilities be marked. However, it is our experience that the utility companies will not mark privately owned utilities. This Scope assumes that private utility lines, if any, shall be located in the field by others prior to mobilization of the drill rig. Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, will be performed on select samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report shall be issued that contains the exploration data, a discussion of

the site and subsurface conditions, results of percolation tests and Double Ring Infiltrometer tests, geotechnical recommendations for pavement subgrade and foundation design, and a discussion of some construction considerations. The geotechnical report shall be used by the design team for regulatory required drainage and structural design and permitting.

Deliverables for Task 6.0 Subsurface Exploration and Reporting – As a result of this task, BA shall deliver the following to the CLIENT:

- One 8 ½" X 11" black and white signed and sealed PDF of Soils Report.

TASK 7.0 – CITY OF DANIA BEACH DRC SITE PLAN APPROVAL PROCESS

- 7.1 DRC Pre-Application Meeting** – BA shall participate in one (1) in person DRC Pre-Application Meeting with the City Planning and Zoning Department. BA shall prepare and distribute meeting minutes.
- 7.2 Fire Flow Testing** – Based on the proposed improvements and in accordance with Dania Beach Fire Rescue requirements, BA shall have the applicable water mains tested for rates of flow. Flows not meeting the necessary requirements are not BA's responsibility to correct.
- 7.3 Traffic Statement** - Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, BA shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- 7.4 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the DRC Site Plan drawings.
- 7.5 DRC Site Plan Approval Application** – Per the City of Dania Beach Land Development Code Part 6, Article Development Review Procedures and Requirements, Section 605-30 Application Submittal Requirement, BA shall prepare and submit the appropriate drawings and application required for the City of Dania Beach Development Review Committee (DRC) Site Plan Review. The CLIENT shall be responsible for providing appropriate and applicable application signature(s) by authorized persons.
- 7.6 DRC Site Plan Review Meeting** – BA shall participate in one (1) in person DRC review meeting with City Planning and Zoning staff to receive and discuss outstanding comments on the site plan application. BA shall prepare and distribute meeting minutes.
- 7.7 Development Review Committee (DRC) Site Plan Follow Up** – BA shall prepare written responses to DRC comments and submit associated revised drawings as necessary.

Deliverables for Task 7.0 Dania Beach DRC Site Planning – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of DRC Pre-Application Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of completed Site Plan Application
- One (1) 24" x 36" color PDF of Site Plan Application Drawings
- One (1) 8 ½" X 11" black and white PDF of Fire Flow Test Results

- One (1) 8 ½" X 11" black and white PDF of DRC Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of responses to DRC comments

TASK 8.0 – DESIGN DEVELOPMENT/30% CONSTRUCTION DRAWINGS

- 8.1 Design Development Coordination Meetings** – Throughout the duration of the Design Development Task, BA shall participate in up to two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 8.2 Design Development /30% CD's** – Based on comments received on the conceptual master plan and during the City of Dania Beach DRC Site Plan Approval Process, BA shall prepare design development/30% drawings. These documents shall further refine and articulate the project elements established in the approved Final Conceptual Master Plan and by the DRC. This shall include aquatic engineering plans and details; architectural plans and details, civil engineering plans and details, tree disposition/tree protection plans and details, mechanical, electrical and plumbing plans and details, low-voltage plans and details, architectural fire protection plans and details, structural engineering plans and details, hardscape paving plans and details, hardscape furniture and fixture plans and details and landscape massing plans and details.
- 8.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the Design Development drawings.
- 8.4 Schedule** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 8.5 Design Development / 30% CD's Review Meeting** – BA shall attend one (1) in-person meeting to discuss the design development/30% drawing with the CLIENT. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 8.6 Written Responses to CLIENT 30% CD's Comments** – BA shall provide the CLIENT written response to received Design Development comments. The intent being to document and describe the agreed course of action. That is, how comments shall be addressed and incorporated into the design moving into the next Task.

Deliverables for Task 8.0 Design Development /30% Construction Drawings – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of Design Development Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of Design Development Drawings
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of Design Development Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received Design Development Comments

TASK 9.0 – 60% CONSTRUCTION DOCUMENTS (CD's)

- 9.1 60% CD's Coordination Meetings** – Throughout the duration of the 60% CD's Task, BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.

- 9.2 60% Construction Drawings** – Based on the approved 30% CD's, BA shall prepare 60% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details and landscape plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 9.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FP&L, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the 60% drawings.
- 9.4 60% Technical Specifications** – BA shall provide a technical specifications Table of Contents for the proposed improvements. Technical specifications shall be MasterSpec Division 00 through Division 33 sections format.
- 9.5 60% CD's CONTRACTOR Cost Coordination** – BA shall review the 60% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 9.6 Schedule** – BA shall prepare an updated project schedule with the 60% CD's submittal that correlates to the tasks detailed in this scope.
- 9.7 60% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 60% CD's. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 9.8 Written Responses to CLIENT 60% CD's Comments** – BA shall provide the CLIENT written response to received 60% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the 90% CD's.

Deliverables for Task 9.0 60% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 60% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 60% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of Technical Specifications Table of Contents*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR's 60% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 60% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 60% CD's Comments*

TASK 10.0 – REGULATORY PERMITTING

10.1 Regulatory Permitting – BA shall prepare and submit the following regulatory permit applications including:

- Broward County Surface Water Management
- SFWMD - Surface Water Management
- SFWMD - Water Use
- NPDES - Surface Water Pollution Prevention Plan
- City of Dania Beach - Roads- Paving, Grading & Drainage
- City of Dania Beach – Sewer
- City of Dania Beach – Water
- Broward County EPGMD – Sewer
- FDEP - Water
- City of Dania Beach Tree Removal
- Broward County Health Department Pool Improvements Review

10.2 Regulatory Permit Resubmittals – BA shall respond to agency comments as required. BA shall also track and coordinate with the appropriate agencies to minimize potential problems that might prohibit permits from being issued in a timely manner. Any changes required for the issuance of a regulatory permit shall be incorporated into the drawings and be included in the 90% Construction drawings.

Deliverables for Task 10.0 Regulatory Permitting – As a result of this task, BA shall deliver the following to the Client:

- 8 ½' X 11 black and white PDF's AHJ Permit Applications
- 24" X 36" black and white signed and sealed Civil Engineering Drawings
- 24" X 36" black and white signed and sealed Aquatic Engineering Drawings

TASK 11.0 – 90% CONSTRUCTION DOCUMENTS (CD's)

11.1 90% CD's Coordination Meetings – Throughout the duration of the 90% CD's Task , BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the three coordination meetings.

11.2 90% Construction Drawings – Based on the approved final 60% CD's, BA shall prepare 90% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.

11.3 90% Technical Specifications – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.

11.4 90% CD's CONTRACTOR Cost Coordination – BA shall review the 90% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.

11.5 Schedule – BA shall prepare an updated project schedule with the 90% CD's submittal that correlates to the tasks detailed in this scope.

- 11.6 90% Construction Drawings Review Meeting** – BA shall participate in one (1) in person review meeting with the CLIENT to discuss their comments on the 90% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 11.7 90% CD's Comment Responses** – BA shall provide the CLIENT written response to received 90% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 11.0 90% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 90% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 90% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of 90% Technical Specifications*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR 90% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 90% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 90% CD's Comments*

TASK 12.0 – 100% CONSTRUCTION DOCUMENTS (CD's)

- 12.1 100% CD's Coordination Meetings** – Throughout the duration of the 100% CD's Task, BA shall participate in two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 12.2 100% Construction Drawings** – Based on the approved final 90% CD's, BA shall prepare 100% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 12.3 100% Technical Specifications** – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.
- 12.4 Schedule** – BA shall prepare an updated project schedule with the 100% CD's submittal that correlates to the tasks detailed in this scope.
- 12.5 100% CD's CONTRACTOR Cost Coordination** – BA shall review the 100% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 12.6 100% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 100% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.

- 12.7 100% CD's Comment Responses** – BA shall provide the CLIENT written responses to received 100% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 12.0 100% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of 100% CD's Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of CM@Risk 100% CD's Cost Estimate Review Comments
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of 100% CD's Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received 100% CD's Comments

TASK 13.0 – FURNITURE, FIXTURES AND EQUIPMENT (FFE) DRAWINGS AND SPECIFICATIONS

- 13.1 FFE Drawings** – BA shall prepare a package of drawings, specifications, and material samples depicting the Furniture, Fixtures and Equipment for the two buildings (community center and freestanding bathroom) as part of the Tasks noted above. Drawings will depict the layout of each fixture and all equipment with reference to detailed schedule of each specified item. Material sample boards will be prepared for presentation for CLIENT review and approval.

- 13.2 FFE Drawings Review Meeting** – BA shall participate in one (1) in-person FFE review meeting with the CLIENT to discuss the design and selection of all elements. BA shall document and distribute CLIENT approvals, and/or make minor adjustments of specifications and layouts as per comments, for approval prior to the Bid submission. BA shall prepare and distribute meeting minutes.

Deliverables for Task 13.0 Furniture, Fixtures and Equipment Drawings and Specifications – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of FFE drawings provided with Tasks 8.0, 9.0, 11.0 and 12.0
- One (1) 8 ½" X 11" black and white PDF copy of FFE Review Meeting Minutes
- One (1) 24" X 36" color Furniture, Fixture and Equipment Sample Boards

TASK 14.0 – CONTRACTOR GUARANTEED MAXIMUM PRICE (GMP) BIDDING ASSISTANCE

- 14.1 Bidding Documents** – Based on comments received on the 100% drawings and technical specifications and feedback from the CLIENT during the associated review meeting, BA shall prepare and issue one (1) complete set of construction drawings and technical specifications to the CONTRACTOR for their use in preparing the GMP.

- 14.2 Bidding RFI Responses** – BA shall respond in writing to CONTRACTOR questions regarding the project construction drawings and technical specifications that may arise during the GMP bidding process. If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate drawings.

- 14.3 GMP Review and Coordination Meeting** – BA shall participate in one (1) GMP review and coordination meeting with CLIENT and CONTRACTOR to discuss bidding topics or resolution of any issue critical to issuance of the GMP by the CONTRACTOR. BA shall NOT be responsible for preparing or distributing minutes.

Deliverables for Task 14.0 Contractor Guaranteed Maximum Price Bidding Assistance – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white PDF of revised construction drawings
- One (1) 8 ½" X 11" black and white PDF of revised technical specifications
- 8 ½" X 11" black and white PDF's of RFI Responses as needed
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 15.0 – BUILDING DEPARTMENT PERMITTING

- 15.1 Signed and Sealed Drawings** – Based on the approved GMP drawings and taking into account any revisions or changes requested during that process, BA shall prepare signed and sealed drawings, reports and calculations for submission to the Dania Beach Building Department for building permits.
- 15.2 Building Department Applications and Submission** – BA shall prepare a one (1) site construction and one (1) vertical construction Dania Beach Building Permit Application and provide to the CLIENT for signatures. BA shall not be responsible for obtaining owner signatures such as the Dania Beach City Manager or Broward County Public Schools. BA shall submit the completed building permit applications as well as signed and sealed drawings and reports directly to the City of Dania Beach Building Department via their online CAP system. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee.
- 15.3 Building Department Written Comment Responses** – BA shall provide written response to all Building Department comments, explaining how each comment has been addressed.
- 15.4 Drawing Revisions** – If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate signed and sealed drawings

Deliverables for Task 15.0 Building Department Permitting – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 black and white signed and sealed PDF set of Construction Drawings
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Structural Calculations
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Soils Report
 - One (1) 8 ½" X 11" black and white PDF of Vertical Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF of Site Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF's of RFI Responses
 - One (1) 8 ½" X 11" black and white PDF of Changes Narrative
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 16.0 – CONSTRUCTION ADMINISTRATION SERVICES (APPROXIMATELY 548 CALENDAR DAYS)

- 16.1 Site Improvements Materials Board** – BA shall prepare a site furniture and fixture sample board(s) that defines the colors for site improvements (not buildings). The sample board(s) shall be actual paint chips or fabric samples. When actual chips and samples are not available from manufacturers for a site element, such as playgrounds, a rendering shall be requested from vendor that shows the selected colors and the specified product.

- 16.2 Pre-Construction Meeting** – BA shall attend and participate in one (1) in-person pre-construction meeting with the CLIENT and the CONTRACTOR. The meeting shall be used to establish CONTRACTOR procedures, responsible parties and submittal and RFI review periods. BA shall not be responsible for preparation or distribution of minutes, or for scheduling or reserving a meeting space
- 16.3 Submittal Review** – BA shall review and comment on shop drawings, samples, and other data and reports, which the CONTRACTOR is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. Submittals that, at no fault of BA, require more than three reviews shall be provided as an additional service for an agreed to fee. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.4 Responses to CONTRACTOR RFI's** – BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the CONTRACTOR or CLIENT. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.5 Permit Revisions** – At key points during construction, BA shall issue revised signed and sealed drawings that incorporate RFI responses and applicable approved submittals into the Building Department Drawing Set. This process is necessary so that the drawings used by the CONTRACTOR and their Subs in the field are consistent with the drawings that the building department inspectors have. Permit revisions shall only be performed on an occasional basis, no more than five (5) times throughout the construction process.
- 16.6 Pay Application Review** – BA shall review and comment on up to twelve (18) pay applications provided by the CONTRACTOR
- 16.7 Site Visits and Field Coordination** – For the duration of the assumed eighteen (18) month construction period, BA shall perform site visits and/or attend onsite construction coordination meetings by discipline as described and listed below. During these site visits or meetings, BA shall become familiar with the progress and quality of the CONTRACTOR'S work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall NOT be responsible for scheduling or coordinating meetings with the CONTRACTOR or for producing minutes afterwards that may be required to summarize onsite discussions. Additional site visits or meetings shall be billed as an additional services on an hourly basis. The distribution and quantities of site visits by discipline shall be as follows:

Design Team Project Management	12 Visits
Architecture	8 Visits
Landscape Architecture	12 Visits
Civil Engineering	12 Visits
MEP/LV Engineering.....	6 Visits
Structural Engineering.....	4 Visits
Aquatic Engineering	3 Visits
Traffic Engineering	0 Visits
Certified Arborist	0 Visits
Geotechnical Soils Engineer	0 Visits
Irrigation Designer.....	0 Visits

16.8 Owner Architect Contractor (O.A.C.) Meetings – For the duration of the assumed eighteen (18) month construction period, BA shall participate in up to forty (40) virtual O.A.C. meetings (one (1) O.A.C. meeting every other week). Participation by individual disciplines in the virtual OAC meetings shall be as described below. The purpose of this meeting is to receive updates from the CONTRACTOR on the progress of construction and to discuss any critical path items and urgent submittals or RFI's. BA shall NOT be responsible for preparing or distributing minutes.

Design Team Project Management	36 Meetings
Architecture	10 Meetings
Landscape Architecture	36 Meetings
Civil Engineering	30 Meetings
MEP/LV Engineering.....	20 Meetings
Structural Engineering.....	4 Meetings
Aquatic Engineering	3 Meetings
Traffic Engineering	0 Meetings
Certified Arborist	0 Meetings
Geotechnical Soils Engineer	0 Meetings
Irrigation Designer.....	0 Meetings

16.9 Substantial Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct a substantial completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Field Coordination Task.

16.10 Final Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct/complete a final Completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and that all punch list items have been resolved. BA shall provide a final completion notice to the CLIENT once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Field Coordination Task. Additional walkthroughs required due to the CONTRACTOR's inability to complete all punch list items the first time shall be provided as an additional service for an agreed to fee.

16.11 Equipment and Systems Testing and Adjusting – Equipment and systems shall be performance tested in the presence of BA to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by BA. All equipment contained in the work, plus all other components necessary to enable the CLIENT to operate the facility in a manner that was intended, shall be complete in order to be considered acceptable.

16.12 Permit Certifications to Regulatory Agencies & Permit Close-Out (Ten Agencies/Departments) - BA shall review as-built documentations provided by the CONTRACTOR and compare built conditions to the design approved by regulatory agencies. Deviations from the permitted designs shall be reported to the CLIENT and CONTRACTOR for correction. Once BA is satisfied that the improvements match the regulatory approval, BA shall certify to the Agency as such.

Deliverables for Task 16.0 Construction Administration Services – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 color Site Furniture and Fixture Sample Board.
- One (1) 8 ½" X 11" black and white PDF copy of each reviewed submittal
- One (1) 8 1/2" X 11" black and white PDF's of RFI responses
- Twenty-Five (25) black and white or color PDF copies of Field Reports
- 24" X 36" black and white signed and sealed Delta revised Permit Drawings
- Eighteen (18) 8 ½" X 11" black and white PDF of Reviewed Pay Application
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white PDF of Final Completion Notice
- Ten (10) 8 ½" X 11" black and white Regulatory Agencies Permit Certification/Close-Out Confirmation

TASK 17.0 – SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION

17.1 Special Inspections – The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

Deliverables for Task 17.0 Special Structural Inspections During Construction – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF copy of each Inspection Report

PART III - COMPENSATION

Tasks 1.0 through 17.0 – BA shall invoice the CLIENT a lump sum fee, including direct expenses, for Tasks 1.0 through 15.0 and on an hourly time and material not to exceed basis for Tasks 16.0 and 17.0:

TASK 1.0 SURVEY AND MAPPING.....	\$33,304.00
TASK 2.0 PROJECT INITIATION	\$70,324.00
TASK 3.0 ZONING AND LAND USE ANALYSIS	\$19,226.00
TASK 4.0 WAIVER FROM LANDS DEVELOPMENT CODE FOR MUNICIPAL PROJECTS	\$41,401.00
TASK 5.0 CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS	\$105,732.00
TASK 6.0 SUBSURFACE EXPLORATION & REPORTING	\$35,392.00
TASK 7.0 CODB DRC SITE PLAN APPROVAL PROCESS.....	\$88,596.00
TASK 8.0 DESIGN DEVELOPMENT	\$175,052.00
TASK 9.0 60% CD's.....	\$185,961.00
TASK 10.0 REGULATORY PERMIT REVIEW	\$29,038.00
TASK 11.0 90% CD's.....	\$172,411.00
TASK 12.0 100% CD's.....	\$118,719.00
TASK 13.0 FFE DRAWINGS AND SPECIFICATIONS	\$15,108.00
TASK 14.0 CM@R BIDDING ASSISTANCE	\$32,841.00
TASK 15.0 BUILDING DEPARTMENT PERMITTING.....	\$68,430.00
TASK 16.0 CONSTRUCTION ADMINISTRATION SERVICES	\$475,093.00
TASK 17.0 SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION	\$21,872.00
GRAND TOTAL	\$1,688,500.00

PART IV – SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service for an agreed to fee:

1. Providing Revit or BIM Models
2. 3D renderings, sketch up models or videos
3. Preparation of opinions of probable cost after the 30% CD's Submission
4. Material Testing (concrete cylinders shall be by the CONTRACTOR)
5. Traffic signal design
6. Quantity or area take-offs
7. Preparation of Schedule of Values
8. Land Use Changes
9. Change of zoning/rezoning
10. Platting
11. Delegation Requests
12. Vacation or abandonment of rights-of-way
13. Administrative appeals
14. Replatting
15. Plat Determination
16. Preparation of Public Hearing Notices
17. Administrative Variances
18. Variances
19. Zoning relief procedures
20. Special Exception Requests
21. Special use permitting
22. Expert testimony
23. Permit and impact fees of any kind
24. FDOT permitting or coordination
25. Environmental engineering including hazardous materials, wetland and protected species permitting
26. Contaminated soil testing and reporting
27. Design and or permitting related to contaminated soils
28. Preparation of a dewatering plan or engineering control plans
29. Preparation of a maintenance of traffic plans
30. LEED Building Design or Certification Process
31. Green building design or tracking
32. Green building certification or specialization
33. Custom furniture or picnic pavilion design
34. Site or building generator design and specifications
35. Add and deduct alternate designs required in addition to base bid design
36. Specialty engineering including but is not limited to, concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, fencing, site furniture, shade canopies, pedestrian/parking/sports lighting pole foundations etc. Specialty engineering shall be the responsibility of the CONTRACTOR and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer.
37. Fence posts, gate posts, pedestrian light poles, basketball posts, football goal posts, field goal net posts, bleachers and pool cabanas are pre-engineered items designed by the manufacturer's specialty engineer (signed and sealed submittals required).
38. Signage and signage foundation design
39. Intrusion detection system
40. Design or specifications for a, generator, generator support slab and enclosure
41. Multi-purpose field press box
42. Aquatics scoreboard
43. Piling/Pier design for aquatics or architecture
44. Underground concrete technical spaces
45. Slide & Water Play specialty structural drawings
46. Integration of sculptural elements or acrylic components
47. Asbestos survey.
48. Redesign required due to unforeseen site conditions that may be discovered during construction.
49. Full-time site representation during construction.
50. Resolution of design problems arising from fabrication or construction errors, or CONTRACTOR's failure to pass quality assurance tests
51. Land use attorney services
52. Legal services, such as written opinions, verbiage or language
53. Preparation or drafting of commission agenda
54. Florida Department of Health or Florida Division of Hotel and Restaurant food services permitting and approval

EXHIBIT C

MWBE/ SMALL BUSINESS COMMITMENT

[Insert Statement of MWBE Participation (Form MB01)]

[Insert Statement of Small Business Participation (Form SB01)]

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:

City of Dania Beach
Attn: City Administrator
P.O. Box 3366
Dania Beach, FL 33402-3366

Or

401 Clematis Street – 2nd floor
Dania Beach, FL 33401

with a copy to: City of Dania Beach
Attn: City Attorney
P.O. Box 3366
Dania Beach, FL 33402-3366

To Consultant:

October 29, 2024
Revised November 25, 2024

SCOPE OF SERVICES

City of Dania Beach, Parks and Recreation Department

P.J. Meli Park Improvements

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fee to the City of Dania Beach Parks and Recreation Department (CLIENT) for professional design services for the P.J. Meli Park Improvements project.

PART I - PROJECT BACKGROUND AND DESCRIPTION:

EDITORIAL NOTE: Throughout the remainder of this Scope of Services document, for clarity purposes, when CLIENT is used it refers to the Dania Beach Parks and Recreation Department. When CITY or City of Dania Beach is used, it refers to other City Departments, such as Public Services, Community Development, Planning and Zoning and the Building Department.

The project is the complete redevelopment of P.J. Meli Park located at 2901 SW 52nd Street, Fort Lauderdale, Florida 33312. The CLIENT has requested BA provide this scope and fee to refine the conceptual plan depicted in the RFQ (see Figure 1 below), and to perform and prepare professional design services including survey and mapping, geotechnical engineering, City of Dania Beach DRC Site Plan approval process, design development, regulatory permitting with agencies having jurisdiction (application and associated drawings and reports), periodic schedule updates, cost estimating, construction drawings and CSI format technical specifications as well as prepare building fixture, furniture and equipment (FFE) design and specifications. As part of this Scope, BA shall participate in one City Commission meeting and one public presentation. The scope includes coordination and assisting the CLIENT's Construction Manager at Risk Contractor during the bidding process and perform construction administration assistance including project and regulatory permit close out.

P.J. Meli Park is approximately 12.18 acres and consists of two parcels: a 2.55-acre parcel on the southern side of the park owned by the City of Dania Beach and a 9.63-acre parcel at the northern portion which is owned by Broward County Public Schools. The CLIENT has the authority to make the changes and improvements to the subject properties described in this proposal. It is assumed that the subject properties are zoned for and have the appropriate and applicable land use designation that are consistent with the proposed program and can receive a City of Dania Beach Development Order without special exceptions, permissions or procedures. It is further assumed that the issuance of a Development Order shall not require public hearings, variances, land use changes, rezoning, replatting or land use plan amendments. Should any of these be required in order to receive an applicable City Development Order, they shall be provided as an additional service for an agreed to fee.

Demolition plans shall include all existing structures, features and elements except for certain notable existing trees and palms, the lift station and the sewer main. In the southeast corner of the park, it is assumed the existing parking shall remain parking as part of the improvements described here. While it may not be specified to be demolished, it may need to be regraded and need to be partially rebuilt. Demolition includes what is assumed to be a buried septic tank in the northwest quadrant of the park. Should this existing element be discovered during survey work to be something other a septic tank and requires further discovery investigation and or if special regulatory removal approvals are required, this work effort shall be provided as an additional service for an agreed to fee. The sewer easement is owned by Broward County and is aligned north/south from SW 29th Way to an existing lift station at the

intersection with SW 52nd Street; as well as an east west segment along the south side of the northern boundary of the park and the SW 52nd Street right-of-way.

Planning services shall include a review and analysis of applicable development zoning code standards for what is allowable on the subject properties such as FAR, maximum heights, setbacks, building uses and flood plain requirements. BA planning services shall also include working with the City through the DRC site plan approval process. BA is not qualified for and shall not be responsible for providing services customarily completed and provided by a Land Use Attorney.

Construction drawings shall be prepared for design development, 60%, 90% and 100% milestones. CSI format technical specifications shall be prepared at 60%, 90% and 100% milestones. BA shall not be responsible for preparing a project manual, invitation to bid or 'front end' contractual documents. Cost analysis and estimating shall be prepared at conceptual master planning and at design development/30% CD's.

The CLIENT is using a construction manager at risk project delivery method. It is assumed that the construction manager shall be responsible for project improvement costing after BA completes the 30% CS's estimate. BA shall prepare and submit common applicable regulatory permit applications and associated drawings such as for stormwater license, potable water, sanitary sewer, pool facility reviews and tree removal. It is assumed that the proposed snack bar will be operated by the CLIENT (a municipal entity) and not a third-party vendor and shall not be required to be permitted or be designed to the standards of the Florida Department of Health or Florida Division of Hotel and Restaurant.

Bidding assistance shall be limited to responding to CONTRACTOR requests for information (RFI's) and drawing revisions if that is the most effective response. BA shall coordinate directly with the CLIENT's Construction Manager. BA shall not be responsible for bid evaluation and analysis but shall review the GMP bid for completeness and shall report on missing or unclear information.

Water and sanitary sewer design shall be limited to distribution of both systems to proposed onsite improvements. BA shall not be responsible for utility design/distribution network/lines outside the project boundary. If it is determined that the water and sanitary sewer distribution network beyond the limits of the park have insufficient capacity to service the proposed improvements, any associated offsite design services shall be provided as an additional service for an agreed to fee.

As part of the stormwater improvement work effort, BA shall coordinate their design with the City's Neighborhood Drainage Improvement Project designers. Once it is determined that the proposed Park improvements stormwater can be sufficiently and efficiently handled onsite and there is capacity in the system, BA shall work with the City to explore feasible mechanisms to accommodate/accept offsite stormwater to the Park. Accepting offsite stormwater onto the Park site is subject to approvals by agencies having jurisdiction.

Project building department permitting is assumed to be through the City of Dania Beach Building Department only. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee. The Dania Beach Building Department Permit work effort shall be for one (1) permit/application for site improvements and one (1) permit/application for vertical building improvements. BA shall prepare building permit applications as well as signed and sealed drawings and reports and submit them directly to the City of Dania Beach Building Department via their online CAP system. BA shall respond to building department comments, prepare clouded revised drawings where appropriate, and provided both to the Building Department.

It is assumed that the construction duration is 548 days/1.5 years (from CONTRACTOR notice to proceed to substantial completion) and it shall be considered an additional service to provide professional services beyond this timeframe. Construction administration services are limited to design drawing interpretations and clarifications and periodic visits to the site to observe the progress of construction and to identify observed improvements that are deemed not compliant with the construction contract documents. Specifically, construction services included in this

proposal are limited to submittal reviews, RFI responses, consideration and responses to substitution requests, participation in owner/architect/CONTRACTOR (OAC) meetings every other week (but BA shall not be responsible for preparation of associated meeting minutes), periodic site visits and preparation of associated field reports, monthly CONTRACTOR Pay Application review, equipment start up and testing observation, substantial completion walkthrough and preparation of punch list and final completion walkthrough. BA shall not be responsible for managing the CONTRACTOR on a day-to-day basis. The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.



While the Conceptual Plan in the RFQ shows the general park improvements, the following is the specific anticipated Program elements included in the Scope:

- **General Site Improvements:** Stub outs for future Wi-fi utilizing light poles. 6'-0" tall perimeter fencing and gates. Two (2) 10' X 10' picnic shelters with picnic tables. One (1) 30' tall flagpole. Code minimum landscape and automated full coverage irrigation system.

- **Community Center:** A new 1-story, approximately 11,500 square foot structure, including a lobby/reception area, offices, flexible meeting rooms with retractable walls, an exercise/fitness area including cardio and free weights, locker rooms/restrooms/showers (for building & swimming/lap pool) concession stand/snack bar/warming kitchen, storage and related utility rooms, Wi-Fi coverage, turn-key access control per CLIENT requirements, doors prepped for future door contacts, CCTV coverage, stub outs for future data, stub outs and provisions for future public address speaker system.
- **Swimming/Lap Pool:** 25 meter X 10 lane lap heated pool (25m X 25 yards) with starting blocks, attached to a 1500 square foot pool with beach entry, underwater lighting, Musco sports lighting, pool decking, 5' tall perimeter fencing and gates, Wi-Fi coverage, CCTV utilizing light poles, stub outs for future data, stub outs for future light pole mounted public address/speaker system, fixed "accessible" chair lift, chaise lounge chairs, umbrellas with tables and chairs, and an approximate 500 square foot pool equipment and chemical supplies building or room (in the community center), whichever is the most effective, efficient, cost effective and operational location.
- **Freestanding Park Restroom:** general use restroom, approximately 500 sq ft and ventilated (not air-conditioned), including 2 water closets and 1 lavatory per sex, drinking fountains, and a janitor's closet w/mop sink.
- **Dumpster Enclosure:** one (1) dumpster enclosure meeting the requirements of Article IV, Section 13-75 of the City Code of Ordinance and applicable Florida Building Code requirements.
- **Two (2) Basketball Courts:** concrete slab, finish and striping, shaded bleachers, shaded player benches, hoops, backboards and posts, 8' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two (2) Tennis Courts:** asphalt surface, finish and striping, shaded player benches, 10' tall perimeter fence and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two Pickleball Courts:** 4' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Walking Paths:** 4" concrete, 6' to 8' wide depending on available space, benches, litter receptacles, bike racks, outdoor exercise stations, one (1) chilled drinking fountain/bottle filler.
- **Playgrounds:** 2 to 5 and 5 to 12 years old playgrounds, shade canopy, play equipment including a swing set for the younger age group, synthetic turf safety surfacing, 4' tall perimeter fencing and gates, CCTV utilizing pedestrian light poles, a lockable hose bib.
- **Multi-purpose Soccer Field:** 308' X 184' synthetic turf including sidelines and end zones, shaded player benches, shaded bleachers, 4' tall fencing and gates, posts/soccer goals, scoreboard, conduit and provisions for future public address system utilizing sports lighting poles, Musco sports lighting, CCTV utilizing sports lighting poles, four (4) lockable hose bibs.
- **Lightening Detection System:** Perry Weather system mounted to free standing restroom.
- **Baseball Field:** 320' center field and foul line size, 5' foul line and outfield fencing and gates, 20' backstop, foul ball posts shaded dugouts, shaded bleachers, scoreboard with provisions for controls, artificial turf outfield and infield, Musco sports lighting, CCTV utilizing sports lighting poles, stub outs and provisions for future public address/speaker system utilizing sports light poles, four (4) lockable hose bibs.
- **Parking & Vehicle Access:** Approximately 230 asphalt paved parking spaces and drive isles, lighted, CCTV utilizing light poles, license plate readers at each of the three (3) vehicle access points; one at SW 52nd Street, one at SW 29th Way and one at SW 29th Avenue; existing parking in the southeast corner of park shall remain parking but may need to be partially or fully rebuilt.
- **Dog Run Area:** approximately 12,600 square foot, synthetic turf, 4' fence and gates, one (1) chilled dog/people drinking fountain/filler, benches, litter receptacles, conveniently located lockable hose bib for cleaning synthetic turf is critical.
- **Utilities:** water, sewer and franchise utilities (cable & data) services and connections.
- **Stormwater:** stormwater improvements to meet pre and post development drainage requirements and, where possible, eliminate flooding on SW 28th Terrace and SW 52nd Street.

The project budget (provided by the CLIENT) for the improvements described in this Scope is approximately \$19,000,000.00 (nineteen million-one dollars). This budget is the basis for this scope of services and fees. The inclusion of project program elements in the design is subject to the available established funds. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the budget. It shall be considered an additional service if BA is asked to design elements that exceed the established and stated construction budget or if additional improvement budget is allocated for the scope of work under this proposal.

Professional design services for this project include landscape architecture, architecture, civil engineering, mechanical, electrical, plumbing, and low voltage engineering, structural engineering, traffic engineering, aquatic engineering, arborist services, survey and mapping, geotechnical engineering and cost estimating. See below for more detailed descriptions of the scope included for each discipline. Assisting BA (Architecture and Landscape Architecture) with these professional design services shall be the following firms and associated disciplines:

- | | |
|------------------------|--|
| • Gibb Land Surveyor | Survey and Mapping |
| • CSA Group | Civil Engineering |
| • Tierra South Florida | Geotechnical Subsurface Exploration and Analysis |
| • MUEngineers, Inc. | Structural Engineering and Special Structural Inspections |
| • Hammond & Associates | Mechanical, Electrical, Plumbing and Low-Voltage Engineering |
| • Martin Aquatics | Aquatic Engineering |
| • TrafTech | Traffic Engineering |
| • Kenneth DiDonato | Irrigation Design |
| • The Bosch Group | Cost Estimating |
| • Patrick Hannah | Arborist Services |
- **Landscape Architecture:** Landscape architecture services shall include project management and coordination; tree disposition plans, details and specifications, pedestrian hardscape paving design, plans, details and specifications; site furniture plans, details and specifications, landscape plans, details and specifications, irrigation plans, details and specifications; preparation of City of Dania Beach Tree Removal Application; bidding assistance; building department permitting assistance; construction administration. CONTRACTOR Pay Application review and Tree Removal permit close out.
 - **Architecture:** Architectural design services shall include assistance with programming for the design of the conceptual layout and massing of the buildings, coordination with engineers in the design of the building systems, detailed drawings and technical specifications preparation, including furniture, fixtures and equipment as described below. Services shall also include coordination with the design team, and with the project's engineers on all the building systems, and with the CLIENT on the program and design; which entails the preparation of architectural drawings and specifications depicting the design intent of the buildings that will include plans, elevations, sections and details as necessary for the DRC Site Plan approval, assistance with obtaining Building Department permit approvals, assistance with Bidding, and Construction Administration services, as outlined in the Tasks below.
 - **Survey and Mapping:** See Task 2.0 below.
 - **Geotechnical Engineering:** See Task 6.0 below.
 - **Arborist:** Arborist services shall be to prepare a Full Level 1 Tree Disposition Report for all existing trees. The report shall entail scientific/common names, sizes, condition, tree preservation suggestions, pictures, and pertinent notes for each tree. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition.

- **Traffic Engineering:** Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, traffic engineering shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- **Civil Engineering:** Civil engineering services shall include conceptual drainage analysis, master engineering plans including drainage, general grading, fire hydrants, and utility services; paving, grading and drainage construction drawings; and water distribution and sanitary collection system (pump system design is not anticipated); regulatory permitting and building department permitting; coordination with the CONTRACTOR, construction administration services; and AHJ permit close out. The civil engineer shall coordinate the drainage design with the City's Neighborhood Drainage Improvement Project.
- **Mechanical, Electrical Plumbing and Low Voltage Engineering:** MEP/LV engineering design services for the buildings shall include coordination with civil and aquatic engineers, architecture, lighting representative and power supply company, electrical lighting and power systems, the fire alarm system, low voltage plans for the audio, visual, security, and communication services, a complete sanitary and water piping system, storm water and emergency overflow systems, prepare sanitary, water and storm water risers, design HV/AC air handling systems, design ductwork systems, design condensate and auxiliary drainage system for the air handling units, prepare applicable CSI technical specifications, and design and specify HV/AC and lighting controls systems. Additional MEP/LV engineering Services related to site improvements include design of parking lot and walkway lighting systems with photometrics, design sports lighting system for the sports fields, swimming pool and courts with photometrics, prepare site electrical plans for the site receptacles, irrigation controller, scoreboards and other site elements requiring electric, prepare low voltage plans for future PA System for the football and baseball fields, prepare low voltage plans for the Site CCTV and Wi-Fi. MEP/LV construction administration services shall include review all pertinent shop drawings and maintain shop drawing log, answer CONTRACTOR RFI's, issue clarifications, etc., during the construction, perform substantial completion walkthrough and prepare punch list, periodic site visits. All MEP/LV drawings and calculations shall be prepared and signed and sealed by a Florida licensed engineer and shall be compliant with applicable federal, state and local agencies having jurisdiction.
- **Aquatic Engineering:** The aquatic engineering shall include the identification, selection, and placement of major equipment components and the desired water effects for the swimming pool. Aquatic engineered elements shall be inclusive of associated structural, filtration pump pit, specialty engineering, chemical and sterilization systems, plumbing, electrical, electrical system controls, sub-panel power distribution, filtration and pumping systems, hydraulic mechanical engineering and waterproofing design of all aquatic features. Aquatic engineering shall include underwater LED light specifications and installation details, underground surge tank/vault and associated ladders and railings. The aquatic engineer shall also locate and specify miscellaneous pool equipment such as floating lane lines and starting blocks. The aquatic engineer shall coordinate their work with other applicable disciplines such as architecture, civil engineering and MEP. The aquatic engineer shall assist with permit approvals from Authorities Having Jurisdiction (AHJ). The aquatic engineer shall also assist the CLIENT and the rest of the design team to determine the most effective, efficient, cost effective and operational pool equipment location; either a free standing building or a room contained within the community center.
- **Structural Engineering:** Structural design services shall include the one-story community center, the pool equipment building or room, the free-standing bathroom, the dumpster enclosure and miscellaneous site improvements such as foundation design for fencing and gates, pre-engineered scoreboards and sports and site lighting. The structural engineering scope assumes that the foundation or slab support shall be supported on spread foundations and/or slabs on grade. The structural engineer shall review the recommendations by the Geotechnical Engineer after the soil investigations are performed and shall inform the CLIENT if the foundations recommendations differ from this assumption. Alternate structural design systems shall be provided as an additional service for an agreed to fee. The structural engineering work effort will also include coordination with the design team, preparation of construction drawings and CSI format technical specifications related to the structural design of the building structures, bidding assistance, building department permitting and construction administration services. The

structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

- **Cost Estimating:** Cost estimating services include an independent cost estimate analysis and submittal based on the conceptual design/master plan and one (1) at the design development phase. Vertical construction costs for onsite buildings shall be provided. Separation of the estimate into major cost components, phases, etcetera, shall be established prior to the first cost estimate, and be the format used for all subsequent cost estimates. Reconfiguration or changes to the cost estimates format shall be provided as an additional service for an agreed to fee. BA shall not be responsible for analysis of estimates prepared by the CONTRACTOR.

All improvements shall be compliant with the Americans with Disability Act, Florida Building Code, Florida Administrative Code and applicable local, state and federal laws, rules and guidelines.

PART II - SCOPE OF WORK

TASK 1.0 – SURVEY AND MAPPING

- 1.1 Survey and Mapping** – BA shall prepare a boundary and topographic survey, locating and identifying all visible existing above-ground improvements. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983/2011 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Provide cross-sections on a 25 foot grid to extend over adjacent roadways and include any highs and lows occurring off-grid. Provide location of existing asphalt roadways, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, headwalls, end walls, manholes, vaults, driveways, concrete curbing and curb cuts, landscaping, and any other visible improvements. Provide rim and invert elevations on all storm and sanitary sewer structures. Provide location of individual trees, listing all trees and palms with common type (to the best of our knowledge) and trunk diameter (DBH) and canopy spread (drip line) diameter. BA shall survey the raised area (mound) in the northwest quadrant of the park, where an existing septic tank may exist, using geophysical, magnetic methods or Ground Penetrating Radar (GPR) and produce an approximate size of the existing tank — for demolition purposes. GPR shall only be utilized in the area of the raised mound area. Results of GPR shall be included in the digital (PDF & CAD) deliverables. Digital maps shall delineate all field collected data as well as existing limits of referenced rights-of-way. BA shall provide the CLIENT a certified survey, digitally signed & sealed pdf and CAD file.

Deliverables for Task 1.0 Survey and Mapping – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white digitally signed and sealed PDF of survey drawings
- One (1) AutoCAD .dwg file of survey

TASK 2.0 – PROJECT INITIATION

- 2.1 Project Management** – In addition to the specific services detailed below, throughout the duration of the project, BA shall coordinate all associated work with the CLIENT's representative and the CLIENT's project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 Design Intent Kick-Off Meeting** – BA shall attend one (1) meeting with the CLIENT to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record keeping standards, communications with the CLIENT, distribution procedures, meeting dates, public and City Commission notification and preliminary and final submissions. BA shall prepare and distribute minutes of the Kick-Off Meeting.

- 2.3 Arborists Level 1 Tree Disposition Report** – The Arborist shall visit the site one (1) time to assess and evaluate the condition of all existing trees and palms. The Arborist shall prepare a Level 1 Report that shall include the following for each tree and palm: scientific/common name, size, condition, tree preservation suggestion, picture, and pertinent notes for each tree. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting and shall be the basis of the Tree Disposition/Preservation Plans throughout the design, permitting and construction process.
- 2.4 Site Visit, Inventory, Analysis and Assessment** – BA shall visit the site one (1) time with the CLIENT to discuss and observe key issues, opportunities or constraints. While on site, BA shall also verify the surveyed trees. BA shall prepare and distribute a summary of observations, discussion topics and directions received.
- 2.5 Architectural Programming Meeting** – BA shall meet with the CLIENT one (1) time in person to refine the community recreation center and free-standing restroom architectural program. Based on discussions, decisions made and direction given, BA shall develop a floor plan sketch for review and comment. BA shall prepare and distribute minutes.
- 2.6 Architectural Floor Plans** – Based on discussion during the Architectural Programming Meeting, BA shall prepare and distribute floor plans for the community center and free-standing bathroom. The CLIENT shall provide BA one consolidated list of comments. Minor changes and modifications shall be incorporated into the Conceptual Master Plan Task.

Deliverables for Task 2.0 Project Initiation – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of minutes of Design Intent / Kick-Off Meeting
- One (1) 8 ½" X 11" black and white PDF of Site Visit, Inventory, Analysis and Assessment summary
- One (1) 8 ½" X 11" black and white PDF of Architectural Programming Meeting Minutes
- One (1) 24" X 36" black and white PDF of Community Center and Free-Standing Bathroom Floor Plans

TASK 3.0 – ZONING AND LAND USE ANALYSIS

- 3.1 Regulatory Development Review** – BA shall review and analyze appropriate City land development regulations (LDR's) such as FAR, maximum building heights, setbacks, building uses and flood plain requirement and provide the CLIENT one (1) consolidated list of development limitations that affect the proposed improvements. BA's LDR due diligence review shall include coordination with the City of Dania Beach Planning and Zoning Department to confirm the site development standards for the zoning district. BA shall prepare a summary of zoning requirements including the permitted uses, bulk requirements and yard setback requirements which the proposed design shall be subject to.

Deliverables for Task 3.0 Zoning and Land Use Analysis – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Development Limitations Memorandum

TASK 4.0 – WAIVER FROM LAND DEVELOPMENT CODE FOR MUNICIPAL PROJECTS

- 4.1 Development Waiver Due Diligence** – BA shall research, document and assist the CLIENT with the City of Dania Beach Waiver Process (per Section 700-190 of the Code) for non-conforming proposed program elements such as vertical elements in setbacks, buildings exceeding maximum heights, building coverage exceeding maximum, signage size and light spillover. BA shall summarize and provide a list of non-conforming program elements.

- 4.2 Waiver Coordination Meetings** – BA shall participate in two (2) virtual review meetings with the City and the CLIENT to review and discuss approval procedures for proposed non-conforming program elements.
- 4.3 Waiver Request Justification Letter** – Based on the results of the non-conforming program element due diligence research and review and coordination meetings with the City and CLIENT, BA shall prepare and provide a Waiver Request Justification Letter. The Waiver Request Justification Letter shall be submitted to the City during the DRC Site Plan Approval Process.
- 4.4 Waiver Request Diagram** – BA shall prepare one (1) drawing that illustrates and depicts the non-confirming program elements location and type. The Waiver Request Diagram shall be submitted to the City during the DRC Site Plan Approval Process.

Deliverables for Task 4.0 Waiver From Lands Development Code For Municipal Projects – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Non-Conforming Program Element List
- One (1) 24" X 36" black and white PDF depicting Non-Conforming Program Elements
- One (1) 8 ½" X 11 black and white PDF of Wavier justification Request Letter

TASK 5.0 – CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS

- 5.1 Draft Conceptual Master Plan** – Based on themes discussed at the Design Intent Kick-Off Meeting and the Architectural Programming Meeting, and descriptions in the RFP and Parks System Master Plan, BA shall prepare a draft rendered conceptual master plan.
- 5.2 Draft Conceptual Master Plan Opinion of Probable Cost (OOPC)** – BA shall prepare and provide to the CLIENT an opinion of probable cost based on the Conceptual Master Plan.
- 5.3 Schedule** – BA shall prepare a project schedule that correlates to the tasks detailed in this scope.
- 5.4 Draft Conceptual Master Plan Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss the Draft Conceptual Master Plan, associated cost estimate and project schedule. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the established budget. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the Final Conceptual Master Plan. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 5.5 Final Conceptual Master Plan** – Based on comments discussed during the Draft Conceptual Master Plan and Cost Estimate Review Meeting, BA shall make minor adjustments to the plan and OOPC and provide to the CLIENT for final review and approval prior to City Commission Presentation.
- 5.6 Final Conceptual Plan and Opinion of Probable Cost Draft Presentation** – BA shall prepare and provide a PowerPoint presentation that summarizes the Final Conceptual Master Plan and associated OOPC. The CLIENT shall provide BA one (1) consolidated list of comments or changes to the presentation. Minor revisions shall be incorporated into the presentation prior to the City Commission meeting. Major changes that represent a significant departure from the original design program shall be provided as an additional service.

- 5.7 City Commission Final Conceptual Master Plan Presentation** – BA shall prepare a Final Conceptual Master Plan PowerPoint Presentation and attend and participate in a presentation to City Commission. Minor revisions shall be incorporated into the presentation prior to the Public Presentation. BA shall not be responsible for preparing or distributing minutes of City Commission Comments or feedback.
- 5.8 Public Meeting** – Based on comments received from City Commission on the Final Conceptual Master Plan, BA shall attend and participate in a public meeting to present the Final Conceptual Plan. BA shall not be responsible for preparing or distributing minutes.
- 5.9 Final Conceptual Master Plan Review Meeting** – BA shall participate in one (1) virtual meeting to discuss comments and feedback received during the Final Conceptual Master Plan presentation to City Commission and the Public. The CLIENT shall provide BA direction on incorporation of comments into the proposed improvements. Minor comments received shall be incorporated into the DRC Site Plan Drawings. BA shall not be responsible for updating the illustrative color master plan from this point in time moving forward. BA shall prepare and distribute minutes.

Deliverables for Task 5.0 Conceptual Master Plan and Public Meetings – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of the Draft Conceptual Master Plan
- One (1) 8 ½" X 11" black and white PDF of Draft Conceptual Master Plan Opinion of Probable Cost
- One (1) 11" X 17" black and white PDF of Project Schedule
- One (1) 8 ½" X 11" black and white PDF's of the Draft Conceptual Master Plan and OOPC Review Meeting Minutes
- One (1) 24" X 36" color PDF of the Final Conceptual Master Plan
- Four (4) 24" X 36 color prints of the Final Conceptual Master Plan
- One (1) Final Conceptual Master Plan and OOPC Draft PowerPoint Presentation
- One (1) Final Conceptual Master Plan and OOPC Final PowerPoint Presentation
- One (1) 8 ½" X 11" black and white PDF of Final Conceptual Master Plan Review Meeting Minutes

TASK 6.0 – SUBSURFACE EXPLORATION AND REPORTING (GEOTECHNICAL ENGINEERING)

- 6.1 Geotechnical Engineering** –. BA shall perform geotechnical engineering subsurface exploration testing and reporting including:
- Six (6) Standard Penetration Test (SPT) borings to a depth of 40 feet below existing grade for the proposed aquatic facility
 - Nine (9) Structural SPT borings to a depth of 40 feet around football field, parking lot, court, light pole, scoreboards, 20' tall fence posts and netting pole foundations.
 - Three (3) Borehole Permeability (BHP) tests per South Florida Water Management District (SFWMD) Standards, and
 - Two (2) Double Ring Infiltrometer tests

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designations D 1586. Borings will be approximately located in the field (at approximate locations provided by the design engineers) by drilling personnel. Prior to drilling at the project site, geotechnical engineer shall notify the local utility companies and request that underground utilities be marked. However, it is our experience that the utility companies will not mark privately owned utilities. This Scope assumes that private utility lines, if any, shall be located in the field by others prior to mobilization of the drill rig. Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, will be performed on select samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report shall be issued that contains the exploration data, a discussion of

the site and subsurface conditions, results of percolation tests and Double Ring Infiltrometer tests, geotechnical recommendations for pavement subgrade and foundation design, and a discussion of some construction considerations. The geotechnical report shall be used by the design team for regulatory required drainage and structural design and permitting.

Deliverables for Task 6.0 Subsurface Exploration and Reporting – As a result of this task, BA shall deliver the following to the CLIENT:

- *One 8 ½" X 11" black and white signed and sealed PDF of Soils Report.*

TASK 7.0 – CITY OF DANIA BEACH DRC SITE PLAN APPROVAL PROCESS

- 7.1 DRC Pre-Application Meeting** – BA shall participate in one (1) in person DRC Pre-Application Meeting with the City Planning and Zoning Department. BA shall prepare and distribute meeting minutes.
- 7.2 Fire Flow Testing** – Based on the proposed improvements and in accordance with Dania Beach Fire Rescue requirements, BA shall have the applicable water mains tested for rates of flow. Flows not meeting the necessary requirements are not BA's responsibility to correct.
- 7.3 Traffic Statement** - Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, BA shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- 7.4 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the DRC Site Plan drawings.
- 7.5 DRC Site Plan Approval Application** – Per the City of Dania Beach Land Development Code Part 6, Article Development Review Procedures and Requirements, Section 605-30 Application Submittal Requirement, BA shall prepare and submit the appropriate drawings and application required for the City of Dania Beach Development Review Committee (DRC) Site Plan Review. The CLIENT shall be responsible for providing appropriate and applicable application signature(s) by authorized persons.
- 7.6 DRC Site Plan Review Meeting** – BA shall participate in one (1) in person DRC review meeting with City Planning and Zoning staff to receive and discuss outstanding comments on the site plan application. BA shall prepare and distribute meeting minutes.
- 7.7 Development Review Committee (DRC) Site Plan Follow Up** – BA shall prepare written responses to DRC comments and submit associated revised drawings as necessary.

Deliverables for Task 7.0 Dania Beach DRC Site Planning – As a result of this task, BA shall deliver the following to the CLIENT:

- *One (1) 8 ½" X 11" black and white PDF of DRC Pre-Application Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of completed Site Plan Application*
- *One (1) 24" x 36" color PDF of Site Plan Application Drawings*
- *One (1) 8 ½" X 11" black and white PDF of Fire Flow Test Results*

- One (1) 8 ½" X 11" black and white PDF of DRC Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of responses to DRC comments

TASK 8.0 – DESIGN DEVELOPMENT/30% CONSTRUCTION DRAWINGS

- 8.1 Design Development Coordination Meetings** – Throughout the duration of the Design Development Task, BA shall participate in up to two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 8.2 Design Development /30% CD's** – Based on comments received on the conceptual master plan and during the City of Dania Beach DRC Site Plan Approval Process, BA shall prepare design development/30% drawings. These documents shall further refine and articulate the project elements established in the approved Final Conceptual Master Plan and by the DRC. This shall include aquatic engineering plans and details; architectural plans and details, civil engineering plans and details, tree disposition/tree protection plans and details, mechanical, electrical and plumbing plans and details, low-voltage plans and details, architectural fire protection plans and details, structural engineering plans and details, hardscape paving plans and details, hardscape furniture and fixture plans and details and landscape massing plans and details.
- 8.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the Design Development drawings.
- 8.4 Schedule** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 8.5 Design Development / 30% CD's Review Meeting** – BA shall attend one (1) in-person meeting to discuss the design development/30% drawing with the CLIENT. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 8.6 Written Responses to CLIENT 30% CD's Comments** – BA shall provide the CLIENT written response to received Design Development comments. The intent being to document and describe the agreed course of action. That is, how comments shall be addressed and incorporated into the design moving into the next Task.

Deliverables for Task 8.0 Design Development /30% Construction Drawings – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of Design Development Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of Design Development Drawings
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of Design Development Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received Design Development Comments

TASK 9.0 – 60% CONSTRUCTION DOCUMENTS (CD's)

- 9.1 60% CD's Coordination Meetings** – Throughout the duration of the 60% CD's Task, BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.

- 9.2 60% Construction Drawings** – Based on the approved 30% CD's, BA shall prepare 60% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details and landscape plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 9.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FP&L, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the 60% drawings.
- 9.4 60% Technical Specifications** – BA shall provide a technical specifications Table of Contents for the proposed improvements. Technical specifications shall be MasterSpec Division 00 through Division 33 sections format.
- 9.5 60% CD's CONTRACTOR Cost Coordination** – BA shall review the 60% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 9.6 Schedule** – BA shall prepare an updated project schedule with the 60% CD's submittal that correlates to the tasks detailed in this scope.
- 9.7 60% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 60% CD's. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 9.8 Written Responses to CLIENT 60% CD's Comments** – BA shall provide the CLIENT written response to received 60% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the 90% CD's.

Deliverables for Task 9.0 60% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 60% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 60% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of Technical Specifications Table of Contents*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR's 60% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 60% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 60% CD's Comments*

TASK 10.0 – REGULATORY PERMITTING

10.1 Regulatory Permitting – BA shall prepare and submit the following regulatory permit applications including:

- Broward County Surface Water Management
- SFWMD - Surface Water Management
- SFWMD - Water Use
- NPDES - Surface Water Pollution Prevention Plan
- City of Dania Beach - Roads- Paving, Grading & Drainage
- City of Dania Beach – Sewer
- City of Dania Beach – Water
- Broward County EPGMD – Sewer
- FDEP - Water
- City of Dania Beach Tree Removal
- Broward County Health Department Pool Improvements Review

10.2 Regulatory Permit Resubmittals – BA shall respond to agency comments as required. BA shall also track and coordinate with the appropriate agencies to minimize potential problems that might prohibit permits from being issued in a timely manner. Any changes required for the issuance of a regulatory permit shall be incorporated into the drawings and be included in the 90% Construction drawings.

Deliverables for Task 10.0 Regulatory Permitting – As a result of this task, BA shall deliver the following to the Client:

- 8 ½" X 11 black and white PDF's AHJ Permit Applications
- 24" X 36" black and white signed and sealed Civil Engineering Drawings
- 24" X 36" black and white signed and sealed Aquatic Engineering Drawings

TASK 11.0 – 90% CONSTRUCTION DOCUMENTS (CD's)

11.1 90% CD's Coordination Meetings – Throughout the duration of the 90% CD's Task , BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the three coordination meetings.

11.2 90% Construction Drawings – Based on the approved final 60% CD's, BA shall prepare 90% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.

11.3 90% Technical Specifications – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.

11.4 90% CD's CONTRACTOR Cost Coordination – BA shall review the 90% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.

11.5 Schedule – BA shall prepare an updated project schedule with the 90% CD's submittal that correlates to the tasks detailed in this scope.

- 11.6 90% Construction Drawings Review Meeting** – BA shall participate in one (1) in person review meeting with the CLIENT to discuss their comments on the 90% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 11.7 90% CD's Comment Responses** – BA shall provide the CLIENT written response to received 90% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 11.0 90% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 90% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 90% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of 90% Technical Specifications*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR 90% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 90% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 90% CD's Comments*

TASK 12.0 – 100% CONSTRUCTION DOCUMENTS (CD's)

- 12.1 100% CD's Coordination Meetings** – Throughout the duration of the 100% CD's Task, BA shall participate in two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 12.2 100% Construction Drawings** – Based on the approved final 90% CD's, BA shall prepare 100% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 12.3 100% Technical Specifications** – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.
- 12.4 Schedule** – BA shall prepare an updated project schedule with the 100% CD's submittal that correlates to the tasks detailed in this scope.
- 12.5 100% CD's CONTRACTOR Cost Coordination** – BA shall review the 100% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 12.6 100% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 100% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.

12.7 100% CD's Comment Responses – BA shall provide the CLIENT written responses to received 100% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 12.0 100% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of 100% CD's Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of CM@Risk 100% CD's Cost Estimate Review Comments
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of 100% CD's Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received 100% CD's Comments

TASK 13.0 – FURNITURE, FIXTURES AND EQUIPMENT (FFE) DRAWINGS AND SPECIFICATIONS

13.1 FFE Drawings – BA shall prepare a package of drawings, specifications, and material samples depicting the Furniture, Fixtures and Equipment for the two buildings (community center and freestanding bathroom) as part of the Tasks noted above. Drawings will depict the layout of each fixture and all equipment with reference to detailed schedule of each specified item. Material sample boards will be prepared for presentation for CLIENT review and approval.

13.2 FFE Drawings Review Meeting – BA shall participate in one (1) in-person FFE review meeting with the CLIENT to discuss the design and selection of all elements. BA shall document and distribute CLIENT approvals, and/or make minor adjustments of specifications and layouts as per comments, for approval prior to the Bid submission. BA shall prepare and distribute meeting minutes.

Deliverables for Task 13.0 Furniture, Fixtures and Equipment Drawings and Specifications – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of FFE drawings provided with Tasks 8.0, 9.0, 11.0 and 12.0
- One (1) 8 ½" X 11" black and white PDF copy of FFE Review Meeting Minutes
- One (1) 24" X 36" color Furniture, Fixture and Equipment Sample Boards

TASK 14.0 – CONTRACTOR GUARANTEED MAXIMUM PRICE (GMP) BIDDING ASSISTANCE

14.1 Bidding Documents – Based on comments received on the 100% drawings and technical specifications and feedback from the CLIENT during the associated review meeting, BA shall prepare and issue one (1) complete set of construction drawings and technical specifications to the CONTRACTOR for their use in preparing the GMP.

14.2 Bidding RFI Responses – BA shall respond in writing to CONTRACTOR questions regarding the project construction drawings and technical specifications that may arise during the GMP bidding process. If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate drawings.

14.3 GMP Review and Coordination Meeting – BA shall participate in one (1) GMP review and coordination meeting with CLIENT and CONTRACTOR to discuss bidding topics or resolution of any issue critical to issuance of the GMP by the CONTRACTOR. BA shall NOT be responsible for preparing or distributing minutes.

Deliverables for Task 14.0 Contractor Guaranteed Maximum Price Bidding Assistance – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white PDF of revised construction drawings
- One (1) 8 ½" X 11" black and white PDF of revised technical specifications
- 8 ½" X 11" black and white PDF's of RFI Responses as needed
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 15.0 – BUILDING DEPARTMENT PERMITTING

- 15.1 Signed and Sealed Drawings** – Based on the approved GMP drawings and taking into account any revisions or changes requested during that process, BA shall prepare signed and sealed drawings, reports and calculations for submission to the Dania Beach Building Department for building permits.
- 15.2 Building Department Applications and Submission** – BA shall prepare a one (1) site construction and one (1) vertical construction Dania Beach Building Permit Application and provide to the CLIENT for signatures. BA shall not be responsible for obtaining owner signatures such as the Dania Beach City Manager or Broward County Public Schools. BA shall submit the completed building permit applications as well as signed and sealed drawings and reports directly to the City of Dania Beach Building Department via their online CAP system. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee.
- 15.3 Building Department Written Comment Responses** – BA shall provide written response to all Building Department comments, explaining how each comment has been addressed.
- 15.4 Drawing Revisions** – If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate signed and sealed drawings

Deliverables for Task 15.0 Building Department Permitting – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 black and white signed and sealed PDF set of Construction Drawings
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Structural Calculations
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Soils Report
 - One (1) 8 ½" X 11" black and white PDF of Vertical Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF of Site Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF's of RFI Responses
 - One (1) 8 ½" X 11" black and white PDF of Changes Narrative
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 16.0 – CONSTRUCTION ADMINISTRATION SERVICES (APPROXIMATELY 548 CALENDAR DAYS)

- 16.1 Site Improvements Materials Board** – BA shall prepare a site furniture and fixture sample board(s) that defines the colors for site improvements (not buildings). The sample board(s) shall be actual paint chips or fabric samples. When actual chips and samples are not available from manufacturers for a site element, such as playgrounds, a rendering shall be requested from vendor that shows the selected colors and the specified product.

- 16.2 Pre-Construction Meeting** – BA shall attend and participate in one (1) in-person pre-construction meeting with the CLIENT and the CONTRACTOR. The meeting shall be used to establish CONTRACTOR procedures, responsible parties and submittal and RFI review periods. BA shall not be responsible for preparation or distribution of minutes, or for scheduling or reserving a meeting space
- 16.3 Submittal Review** – BA shall review and comment on shop drawings, samples, and other data and reports, which the CONTRACTOR is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. Submittals that, at no fault of BA, require more than three reviews shall be provided as an additional service for an agreed to fee. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.4 Responses to CONTRACTOR RFI's** – BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the CONTRACTOR or CLIENT. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.5 Permit Revisions** – At key points during construction, BA shall issue revised signed and sealed drawings that incorporate RFI responses and applicable approved submittals into the Building Department Drawing Set. This process is necessary so that the drawings used by the CONTRACTOR and their Subs in the field are consistent with the drawings that the building department inspectors have. Permit revisions shall only be performed on an occasional basis, no more than five (5) times throughout the construction process.
- 16.6 Pay Application Review** – BA shall review and comment on up to twelve (18) pay applications provided by the CONTRACTOR
- 16.7 Site Visits and Field Coordination** – For the duration of the assumed eighteen (18) month construction period, BA shall perform site visits and/or attend onsite construction coordination meetings by discipline as described and listed below. During these site visits or meetings, BA shall become familiar with the progress and quality of the CONTRACTOR'S work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall NOT be responsible for scheduling or coordinating meetings with the CONTRACTOR or for producing minutes afterwards that may be required to summarize onsite discussions. Additional site visits or meetings shall be billed as an additional services on an hourly basis. The distribution and quantities of site visits by discipline shall be as follows:

Design Team Project Management	12 Visits
Architecture	8 Visits
Landscape Architecture	12 Visits
Civil Engineering	12 Visits
MEP/LV Engineering.....	6 Visits
Structural Engineering.....	4 Visits
Aquatic Engineering	3 Visits
Traffic Engineering	0 Visits
Certified Arborist	0 Visits
Geotechnical Soils Engineer	0 Visits
Irrigation Designer.....	0 Visits

16.8 Owner Architect Contractor (O.A.C.) Meetings – For the duration of the assumed eighteen (18) month construction period, BA shall participate in up to forty (40) virtual O.A.C. meetings (one (1) O.A.C. meeting every other week). Participation by individual disciplines in the virtual OAC meetings shall be as described below. The purpose of this meeting is to receive updates from the CONTRACTOR on the progress of construction and to discuss any critical path items and urgent submittals or RFI's. BA shall NOT be responsible for preparing or distributing minutes.

Design Team Project Management	36 Meetings
Architecture	10 Meetings
Landscape Architecture	36 Meetings
Civil Engineering	30 Meetings
MEP/LV Engineering.....	20 Meetings
Structural Engineering.....	4 Meetings
Aquatic Engineering	3 Meetings
Traffic Engineering	0 Meetings
Certified Arborist	0 Meetings
Geotechnical Soils Engineer	0 Meetings
Irrigation Designer.....	0 Meetings

16.9 Substantial Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct a substantial completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Field Coordination Task.

16.10 Final Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct/complete a final Completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and that all punch list items have been resolved. BA shall provide a final completion notice to the CLIENT once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Field Coordination Task. Additional walkthroughs required due to the CONTRACTOR's inability to complete all punch list items the first time shall be provided as an additional service for an agreed to fee.

16.11 Equipment and Systems Testing and Adjusting – Equipment and systems shall be performance tested in the presence of BA to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by BA. All equipment contained in the work, plus all other components necessary to enable the CLIENT to operate the facility in a manner that was intended, shall be complete in order to be considered acceptable.

16.12 Permit Certifications to Regulatory Agencies & Permit Close-Out (Ten Agencies/Departments) - BA shall review as-built documentations provided by the CONTRACTOR and compare built conditions to the design approved by regulatory agencies. Deviations from the permitted designs shall be reported to the CLIENT and CONTRACTOR for correction. Once BA is satisfied that the improvements match the regulatory approval, BA shall certify to the Agency as such.

Deliverables for Task 16.0 Construction Administration Services – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 color Site Furniture and Fixture Sample Board.
- One (1) 8 ½" X 11" black and white PDF copy of each reviewed submittal
- One (1) 8 1/2" X 11" black and white PDF's of RFI responses
- Twenty-Five (25) black and white or color PDF copies of Field Reports
- 24" X 36" black and white signed and sealed Delta revised Permit Drawings
- Eighteen (18) 8 ½" X 11" black and white PDF of Reviewed Pay Application
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white PDF of Final Completion Notice
- Ten (10) 8 ½" X 11" black and white Regulatory Agencies Permit Certification/Close-Out Confirmation

TASK 17.0 – SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION

17.1 Special Inspections – The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

Deliverables for Task 17.0 Special Structural Inspections During Construction – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF copy of each Inspection Report

PART III - COMPENSATION

Tasks 1.0 through 17.0 – BA shall invoice the CLIENT a lump sum fee, including direct expenses, for Tasks 1.0 through 15.0 and on an hourly time and material not to exceed basis for Tasks 16.0 and 17.0:

TASK 1.0 SURVEY AND MAPPING.....	\$33,304.00
TASK 2.0 PROJECT INITIATION	\$70,324.00
TASK 3.0 ZONING AND LAND USE ANALYSIS	\$19,226.00
TASK 4.0 WAIVER FROM LANDS DEVELOPMENT CODE FOR MUNICIPAL PROJECTS	\$41,401.00
TASK 5.0 CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS	\$105,732.00
TASK 6.0 SUBSURFACE EXPLORATION & REPORTING	\$35,392.00
TASK 7.0 CODB DRC SITE PLAN APPROVAL PROCESS.....	\$88,596.00
TASK 8.0 DESIGN DEVELOPMENT.....	\$175,052.00
TASK 9.0 60% CD's.....	\$185,961.00
TASK 10.0 REGULATORY PERMIT REVIEW	\$29,038.00
TASK 11.0 90% CD's.....	\$172,411.00
TASK 12.0 100% CD's.....	\$118,719.00
TASK 13.0 FFE DRAWINGS AND SPECIFICATIONS	\$15,108.00
TASK 14.0 CM@R BIDDING ASSISTANCE	\$32,841.00
TASK 15.0 BUILDING DEPARTMENT PERMITTING.....	\$68,430.00
TASK 16.0 CONSTRUCTION ADMINISTRATION SERVICES	\$475,093.00
TASK 17.0 SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION	\$21,872.00
GRAND TOTAL	\$1,688,500.00

PART IV – SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service for an agreed to fee:

1. Providing Revit or BIM Models
2. 3D renderings, sketch up models or videos
3. Preparation of opinions of probable cost after the 30% CD's Submission
4. Material Testing (concrete cylinders shall be by the CONTRACTOR)
5. Traffic signal design
6. Quantity or area take-offs
7. Preparation of Schedule of Values
8. Land Use Changes
9. Change of zoning/rezoning
10. Platting
11. Delegation Requests
12. Vacation or abandonment of rights-of-way
13. Administrative appeals
14. Replatting
15. Plat Determination
16. Preparation of Public Hearing Notices
17. Administrative Variances
18. Variances
19. Zoning relief procedures
20. Special Exception Requests
21. Special use permitting
22. Expert testimony
23. Permit and impact fees of any kind
24. FDOT permitting or coordination
25. Environmental engineering including hazardous materials, wetland and protected species permitting
26. Contaminated soil testing and reporting
27. Design and or permitting related to contaminated soils
28. Preparation of a dewatering plan or engineering control plans
29. Preparation of a maintenance of traffic plans
30. LEED Building Design or Certification Process
31. Green building design or tracking
32. Green building certification or specialization
33. Custom furniture or picnic pavilion design
34. Site or building generator design and specifications
35. Add and deduct alternate designs required in addition to base bid design
36. Specialty engineering including but is not limited to, concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, fencing, site furniture, shade canopies, pedestrian/parking/sports lighting pole foundations etc. Specialty engineering shall be the responsibility of the CONTRACTOR and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer.
37. Fence posts, gate posts, pedestrian light poles, basketball posts, football goal posts, field goal net posts, bleachers and pool cabanas are pre-engineered items designed by the manufacturer's specialty engineer (signed and sealed submittals required).
38. Signage and signage foundation design
39. Intrusion detection system
40. Design or specifications for a, generator, generator support slab and enclosure
41. Multi-purpose field press box
42. Aquatics scoreboard
43. Piling/Pier design for aquatics or architecture
44. Underground concrete technical spaces
45. Slide & Water Play specialty structural drawings
46. Integration of sculptural elements or acrylic components
47. Asbestos survey.
48. Redesign required due to unforeseen site conditions that may be discovered during construction.
49. Full-time site representation during construction.
50. Resolution of design problems arising from fabrication or construction errors, or CONTRACTOR's failure to pass quality assurance tests
51. Land use attorney services
52. Legal services, such as written opinions, verbiage or language
53. Preparation or drafting of commission agenda
54. Florida Department of Health or Florida Division of Hotel and Restaurant food services permitting and approval



City of Dania Beach Parks & Recreation Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Authorizing the expenditure of city funds exceeding \$1,000,000, which expenditure is for design services related to the Parks Master Plan – P.J. Meli Aquatics Complex project located at 2901 SW 52nd Street.

Request:

The Parks and Recreation Department is requesting an ordinance of the City Commission authorizing the expenditure of city funds exceeding \$1,000,000, which expenditure is for design services related to the Parks Master Plan – P.J. Meli Aquatics Complex project located at 2901 SW 52nd Street.

Background:

The City of Dania Beach City Commission adopted a Parks Master Plan in 2019. This Parks Master Plan includes new construction of CW Thomas Park, Chester Byrd Park, Frost Park and PJ Meli Park.

On May 18, 2021, during the Parks Master Plan Workshop the City Commission approved the funding needed for the adopted Parks Master Plan in 2019.

The City issued Request for Qualifications (RFQ) No. 2024-015 for Design Services for P.J. Meli Aquatics Complex Improvements, and City staff anticipates that the cost for the design services will exceed One Million Dollars (\$1,000,000.00) requiring adoption of an Ordinance. The Department of Parks and Recreation is working with the Finance Department to begin to secure funding for the design of P.J. Meli Aquatics Complex.

Budgetary Impact

The project expenditure shall exceed one million dollars (\$1,000,000.00).

Recommendation

It is recommended that the City Commission adopt the ordinance of the City Commission authorizing the expenditure of city funds exceeding \$1,000,000, which expenditure is for design services related to the Parks Master Plan – P.J. Meli Aquatics Complex project located at 2901 SW 52nd Street.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; 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 exceeds One Million Dollars (\$1,000,000.00) after two (2) advertised public hearings of the ordinance; and

WHEREAS, the City issued Request for Qualifications (RFQ) No. 2024-015 for Design Services for P.J. Meli Aquatics Complex Improvements, and City staff anticipates that the cost for the design services will exceed One Million Dollars (\$1,000,000.00) requiring 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 City Commission authorizes the expenditure of funds exceeding One Million Dollars (\$1,000,000.00) in connection with the Design Services for P.J. Meli Aquatics Complex Improvements.

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

Section 4. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on January 14, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

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 Business Impact Estimate

Meeting Date January 28, 2025 **Location** City Commission Chamber
Time 7:00pm **Address** 100 W Dania Beach Blvd, Dania Beach, FL

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes can be checked below, a Business Impact Estimate is not required by state law for the Proposed Ordinance.

Please note: 10/1/2024 amendment of 166.041 (4), requires BIE for any ordinance affecting Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning that are initiated by local government.

Proposed Ordinance Title

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), WHICH EXPENDITURE IS FOR DESIGN SERVICES RELATED TO THE PARKS MASTER PLAN – P.J. MELI AQUATICS COMPLEX PROJECT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the city;
- ☐ The proposed ordinance is an emergency ordinance;
- ☒ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

If no boxes are checked, please continue.



City of Dania Beach Business Impact Estimate

Meeting Date _____ **Location** _____ City Commission Chamber
Time _____ **Address** _____ 100 W Dania Beach Blvd, Dania Beach, FL

Proposed Ordinance Title

[Enter title here]

Summary of Proposed Ordinance (including public purpose to be served)

[Enter summary here]

Estimate of Direct Economic Impact on Private For-Profit Businesses

- (a) An estimate of direct compliance costs that businesses may reasonably incur;
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
- (c) An estimate of the city's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Good Faith Estimate of Number of Businesses to be Impacted _____

Additional / Other Information

[Enter here]

Franky Lazo, Deputy Director

Department Director/Designee Name

Franky Lazo

Signature

October 29, 2024
Revised November 25, 2024

SCOPE OF SERVICES

City of Dania Beach, Parks and Recreation Department

P.J. Meli Park Improvements

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fee to the City of Dania Beach Parks and Recreation Department (CLIENT) for professional design services for the P.J. Meli Park Improvements project.

PART I - PROJECT BACKGROUND AND DESCRIPTION:

EDITORIAL NOTE: Throughout the remainder of this Scope of Services document, for clarity purposes, when CLIENT is used it refers to the Dania Beach Parks and Recreation Department. When CITY or City of Dania Beach is used, it refers to other City Departments, such as Public Services, Community Development, Planning and Zoning and the Building Department.

The project is the complete redevelopment of P.J. Meli Park located at 2901 SW 52nd Street, Fort Lauderdale, Florida 33312. The CLIENT has requested BA provide this scope and fee to refine the conceptual plan depicted in the RFQ (see Figure 1 below), and to perform and prepare professional design services including survey and mapping, geotechnical engineering, City of Dania Beach DRC Site Plan approval process, design development, regulatory permitting with agencies having jurisdiction (application and associated drawings and reports), periodic schedule updates, cost estimating, construction drawings and CSI format technical specifications as well as prepare building fixture, furniture and equipment (FFE) design and specifications. As part of this Scope, BA shall participate in one City Commission meeting and one public presentation. The scope includes coordination and assisting the CLIENT's Construction Manager at Risk Contractor during the bidding process and perform construction administration assistance including project and regulatory permit close out.

P.J. Meli Park is approximately 12.18 acres and consists of two parcels: a 2.55-acre parcel on the southern side of the park owned by the City of Dania Beach and a 9.63-acre parcel at the northern portion which is owned by Broward County Public Schools. The CLIENT has the authority to make the changes and improvements to the subject properties described in this proposal. It is assumed that the subject properties are zoned for and have the appropriate and applicable land use designation that are consistent with the proposed program and can receive a City of Dania Beach Development Order without special exceptions, permissions or procedures. It is further assumed that the issuance of a Development Order shall not require public hearings, variances, land use changes, rezoning, replatting or land use plan amendments. Should any of these be required in order to receive an applicable City Development Order, they shall be provided as an additional service for an agreed to fee.

Demolition plans shall include all existing structures, features and elements except for certain notable existing trees and palms, the lift station and the sewer main. In the southeast corner of the park, it is assumed the existing parking shall remain parking as part of the improvements described here. While it may not be specified to be demolished, it may need to be regraded and need to be partially rebuilt. Demolition includes what is assumed to be a buried septic tank in the northwest quadrant of the park. Should this existing element be discovered during survey work to be something other a septic tank and requires further discovery investigation and or if special regulatory removal approvals are required, this work effort shall be provided as an additional service for an agreed to fee. The sewer easement is owned by Broward County and is aligned north/south from SW 29th Way to an existing lift station at the

intersection with SW 52nd Street; as well as an east west segment along the south side of the northern boundary of the park and the SW 52nd Street right-of-way.

Planning services shall include a review and analysis of applicable development zoning code standards for what is allowable on the subject properties such as FAR, maximum heights, setbacks, building uses and flood plain requirements. BA planning services shall also include working with the City through the DRC site plan approval process. BA is not qualified for and shall not be responsible for providing services customarily completed and provided by a Land Use Attorney.

Construction drawings shall be prepared for design development, 60%, 90% and 100% milestones. CSI format technical specifications shall be prepared at 60%, 90% and 100% milestones. BA shall not be responsible for preparing a project manual, invitation to bid or 'front end' contractual documents. Cost analysis and estimating shall be prepared at conceptual master planning and at design development/30% CD's.

The CLIENT is using a construction manager at risk project delivery method. It is assumed that the construction manager shall be responsible for project improvement costing after BA completes the 30% CS's estimate. BA shall prepare and submit common applicable regulatory permit applications and associated drawings such as for stormwater license, potable water, sanitary sewer, pool facility reviews and tree removal. It is assumed that the proposed snack bar will be operated by the CLIENT (a municipal entity) and not a third-party vendor and shall not be required to be permitted or be designed to the standards of the Florida Department of Health or Florida Division of Hotel and Restaurant.

Bidding assistance shall be limited to responding to CONTRACTOR requests for information (RFI's) and drawing revisions if that is the most effective response. BA shall coordinate directly with the CLIENT's Construction Manager. BA shall not be responsible for bid evaluation and analysis but shall review the GMP bid for completeness and shall report on missing or unclear information.

Water and sanitary sewer design shall be limited to distribution of both systems to proposed onsite improvements. BA shall not be responsible for utility design/distribution network/lines outside the project boundary. If it is determined that the water and sanitary sewer distribution network beyond the limits of the park have insufficient capacity to service the proposed improvements, any associated offsite design services shall be provided as an additional service for an agreed to fee.

As part of the stormwater improvement work effort, BA shall coordinate their design with the City's Neighborhood Drainage Improvement Project designers. Once it is determined that the proposed Park improvements stormwater can be sufficiently and efficiently handled onsite and there is capacity in the system, BA shall work with the City to explore feasible mechanisms to accommodate/accept offsite stormwater to the Park. Accepting offsite stormwater onto the Park site is subject to approvals by agencies having jurisdiction.

Project building department permitting is assumed to be through the City of Dania Beach Building Department only. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee. The Dania Beach Building Department Permit work effort shall be for one (1) permit/application for site improvements and one (1) permit/application for vertical building improvements. BA shall prepare building permit applications as well as signed and sealed drawings and reports and submit them directly to the City of Dania Beach Building Department via their online CAP system. BA shall respond to building department comments, prepare clouded revised drawings where appropriate, and provided both to the Building Department.

It is assumed that the construction duration is 548 days/1.5 years (from CONTRACTOR notice to proceed to substantial completion) and it shall be considered an additional service to provide professional services beyond this timeframe. Construction administration services are limited to design drawing interpretations and clarifications and periodic visits to the site to observe the progress of construction and to identify observed improvements that are deemed not compliant with the construction contract documents. Specifically, construction services included in this

proposal are limited to submittal reviews, RFI responses, consideration and responses to substitution requests, participation in owner/architect/CONTRACTOR (OAC) meetings every other week (but BA shall not be responsible for preparation of associated meeting minutes), periodic site visits and preparation of associated field reports, monthly CONTRACTOR Pay Application review, equipment start up and testing observation, substantial completion walkthrough and preparation of punch list and final completion walkthrough. BA shall not be responsible for managing the CONTRACTOR on a day-to-day basis. The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.



While the Conceptual Plan in the RFQ shows the general park improvements, the following is the specific anticipated Program elements included in the Scope:

- **General Site Improvements:** Stub outs for future Wi-fi utilizing light poles. 6'-0" tall perimeter fencing and gates. Two (2) 10' X 10' picnic shelters with picnic tables. One (1) 30' tall flagpole. Code minimum landscape and automated full coverage irrigation system.

- **Community Center:** A new 1-story, approximately 11,500 square foot structure, including a lobby/reception area, offices, flexible meeting rooms with retractable walls, an exercise/fitness area including cardio and free weights, locker rooms/restrooms/showers (for building & swimming/lap pool) concession stand/snack bar/warming kitchen, storage and related utility rooms, Wi-Fi coverage, turn-key access control per CLIENT requirements, doors prepped for future door contacts, CCTV coverage, stub outs for future data, stub outs and provisions for future public address speaker system.
- **Swimming/Lap Pool:** 25 meter X 10 lane lap heated pool (25m X 25 yards) with starting blocks, attached to a 1500 square foot pool with beach entry, underwater lighting, Musco sports lighting, pool decking, 5' tall perimeter fencing and gates, Wi-Fi coverage, CCTV utilizing light poles, stub outs for future data, stub outs for future light pole mounted public address/speaker system, fixed "accessible" chair lift, chaise lounge chairs, umbrellas with tables and chairs, and an approximate 500 square foot pool equipment and chemical supplies building or room (in the community center), whichever is the most effective, efficient, cost effective and operational location.
- **Freestanding Park Restroom:** general use restroom, approximately 500 sq ft and ventilated (not air-conditioned), including 2 water closets and 1 lavatory per sex, drinking fountains, and a janitor's closet w/mop sink.
- **Dumpster Enclosure:** one (1) dumpster enclosure meeting the requirements of Article IV, Section 13-75 of the City Code of Ordinance and applicable Florida Building Code requirements.
- **Two (2) Basketball Courts:** concrete slab, finish and striping, shaded bleachers, shaded player benches, hoops, backboards and posts, 8' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two (2) Tennis Courts:** asphalt surface, finish and striping, shaded player benches, 10' tall perimeter fence and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Two Pickleball Courts:** 4' tall perimeter fencing and gates, Musco sports lighting, CCTV utilizing sports lighting poles.
- **Walking Paths:** 4" concrete, 6' to 8' wide depending on available space, benches, litter receptacles, bike racks, outdoor exercise stations, one (1) chilled drinking fountain/bottle filler.
- **Playgrounds:** 2 to 5 and 5 to 12 years old playgrounds, shade canopy, play equipment including a swing set for the younger age group, synthetic turf safety surfacing, 4' tall perimeter fencing and gates, CCTV utilizing pedestrian light poles, a lockable hose bib.
- **Multi-purpose Soccer Field:** 308' X 184' synthetic turf including sidelines and end zones, shaded player benches, shaded bleachers, 4' tall fencing and gates, posts/soccer goals, scoreboard, conduit and provisions for future public address system utilizing sports lighting poles, Musco sports lighting, CCTV utilizing sports lighting poles, four (4) lockable hose bibs.
- **Lightening Detection System:** Perry Weather system mounted to free standing restroom.
- **Baseball Field:** 320' center field and foul line size, 5' foul line and outfield fencing and gates, 20' backstop, foul ball posts shaded dugouts, shaded bleachers, scoreboard with provisions for controls, artificial turf outfield and infield, Musco sports lighting, CCTV utilizing sports lighting poles, stub outs and provisions for future public address/speaker system utilizing sports light poles, four (4) lockable hose bibs.
- **Parking & Vehicle Access:** Approximately 230 asphalt paved parking spaces and drive isles, lighted, CCTV utilizing light poles, license plate readers at each of the three (3) vehicle access points; one at SW 52nd Street, one at SW 29th Way and one at SW 29th Avenue; existing parking in the southeast corner of park shall remain parking but may need to be partially or fully rebuilt.
- **Dog Run Area:** approximately 12,600 square foot, synthetic turf, 4' fence and gates, one (1) chilled dog/people drinking fountain/filler, benches, litter receptacles, conveniently located lockable hose bib for cleaning synthetic turf is critical.
- **Utilities:** water, sewer and franchise utilities (cable & data) services and connections.
- **Stormwater:** stormwater improvements to meet pre and post development drainage requirements and, where possible, eliminate flooding on SW 28th Terrace and SW 52nd Street.

The project budget (provided by the CLIENT) for the improvements described in this Scope is approximately \$19,000,000.00 (nineteen million-one dollars). This budget is the basis for this scope of services and fees. The inclusion of project program elements in the design is subject to the available established funds. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the budget. It shall be considered an additional service if BA is asked to design elements that exceed the established and stated construction budget or if additional improvement budget is allocated for the scope of work under this proposal.

Professional design services for this project include landscape architecture, architecture, civil engineering, mechanical, electrical, plumbing, and low voltage engineering, structural engineering, traffic engineering, aquatic engineering, arborist services, survey and mapping, geotechnical engineering and cost estimating. See below for more detailed descriptions of the scope included for each discipline. Assisting BA (Architecture and Landscape Architecture) with these professional design services shall be the following firms and associated disciplines:

- | | |
|------------------------|--|
| • Gibb Land Surveyor | Survey and Mapping |
| • CSA Group | Civil Engineering |
| • Tierra South Florida | Geotechnical Subsurface Exploration and Analysis |
| • MUEngineers, Inc. | Structural Engineering and Special Structural Inspections |
| • Hammond & Associates | Mechanical, Electrical, Plumbing and Low-Voltage Engineering |
| • Martin Aquatics | Aquatic Engineering |
| • TrafTech | Traffic Engineering |
| • Kenneth DiDonato | Irrigation Design |
| • The Bosch Group | Cost Estimating |
| • Patrick Hannah | Arborist Services |
- **Landscape Architecture:** Landscape architecture services shall include project management and coordination; tree disposition plans, details and specifications, pedestrian hardscape paving design, plans, details and specifications; site furniture plans, details and specifications, landscape plans, details and specifications, irrigation plans, details and specifications; preparation of City of Dania Beach Tree Removal Application; bidding assistance; building department permitting assistance; construction administration. CONTRACTOR Pay Application review and Tree Removal permit close out.
 - **Architecture:** Architectural design services shall include assistance with programming for the design of the conceptual layout and massing of the buildings, coordination with engineers in the design of the building systems, detailed drawings and technical specifications preparation, including furniture, fixtures and equipment as described below. Services shall also include coordination with the design team, and with the project's engineers on all the building systems, and with the CLIENT on the program and design; which entails the preparation of architectural drawings and specifications depicting the design intent of the buildings that will include plans, elevations, sections and details as necessary for the DRC Site Plan approval, assistance with obtaining Building Department permit approvals, assistance with Bidding, and Construction Administration services, as outlined in the Tasks below.
 - **Survey and Mapping:** See Task 2.0 below.
 - **Geotechnical Engineering:** See Task 6.0 below.
 - **Arborist:** Arborist services shall be to prepare a Full Level 1 Tree Disposition Report for all existing trees. The report shall entail scientific/common names, sizes, condition, tree preservation suggestions, pictures, and pertinent notes for each tree. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition.

- **Traffic Engineering:** Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, traffic engineering shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- **Civil Engineering:** Civil engineering services shall include conceptual drainage analysis, master engineering plans including drainage, general grading, fire hydrants, and utility services; paving, grading and drainage construction drawings; and water distribution and sanitary collection system (pump system design is not anticipated); regulatory permitting and building department permitting; coordination with the CONTRACTOR, construction administration services; and AHJ permit close out. The civil engineer shall coordinate the drainage design with the City's Neighborhood Drainage Improvement Project.
- **Mechanical, Electrical Plumbing and Low Voltage Engineering:** MEP/LV engineering design services for the buildings shall include coordination with civil and aquatic engineers, architecture, lighting representative and power supply company, electrical lighting and power systems, the fire alarm system, low voltage plans for the audio, visual, security, and communication services, a complete sanitary and water piping system, storm water and emergency overflow systems, prepare sanitary, water and storm water risers, design HV/AC air handling systems, design ductwork systems, design condensate and auxiliary drainage system for the air handling units, prepare applicable CSI technical specifications, and design and specify HV/AC and lighting controls systems. Additional MEP/LV engineering Services related to site improvements include design of parking lot and walkway lighting systems with photometrics, design sports lighting system for the sports fields, swimming pool and courts with photometrics, prepare site electrical plans for the site receptacles, irrigation controller, scoreboards and other site elements requiring electric, prepare low voltage plans for future PA System for the football and baseball fields, prepare low voltage plans for the Site CCTV and Wi-Fi. MEP/LV construction administration services shall include review all pertinent shop drawings and maintain shop drawing log, answer CONTRACTOR RFI's, issue clarifications, etc., during the construction, perform substantial completion walkthrough and prepare punch list, periodic site visits. All MEP/LV drawings and calculations shall be prepared and signed and sealed by a Florida licensed engineer and shall be compliant with applicable federal, state and local agencies having jurisdiction.
- **Aquatic Engineering:** The aquatic engineering shall include the identification, selection, and placement of major equipment components and the desired water effects for the swimming pool. Aquatic engineered elements shall be inclusive of associated structural, filtration pump pit, specialty engineering, chemical and sterilization systems, plumbing, electrical, electrical system controls, sub-panel power distribution, filtration and pumping systems, hydraulic mechanical engineering and waterproofing design of all aquatic features. Aquatic engineering shall include underwater LED light specifications and installation details, underground surge tank/vault and associated ladders and railings. The aquatic engineer shall also locate and specify miscellaneous pool equipment such as floating lane lines and starting blocks. The aquatic engineer shall coordinate their work with other applicable disciplines such as architecture, civil engineering and MEP. The aquatic engineer shall assist with permit approvals from Authorities Having Jurisdiction (AHJ). The aquatic engineer shall also assist the CLIENT and the rest of the design team to determine the most effective, efficient, cost effective and operational pool equipment location; either a free standing building or a room contained within the community center.
- **Structural Engineering:** Structural design services shall include the one-story community center, the pool equipment building or room, the free-standing bathroom, the dumpster enclosure and miscellaneous site improvements such as foundation design for fencing and gates, pre-engineered scoreboards and sports and site lighting. The structural engineering scope assumes that the foundation or slab support shall be supported on spread foundations and/or slabs on grade. The structural engineer shall review the recommendations by the Geotechnical Engineer after the soil investigations are performed and shall inform the CLIENT if the foundations recommendations differ from this assumption. Alternate structural design systems shall be provided as an additional service for an agreed to fee. The structural engineering work effort will also include coordination with the design team, preparation of construction drawings and CSI format technical specifications related to the structural design of the building structures, bidding assistance, building department permitting and construction administration services. The

structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

- **Cost Estimating:** Cost estimating services include an independent cost estimate analysis and submittal based on the conceptual design/master plan and one (1) at the design development phase. Vertical construction costs for onsite buildings shall be provided. Separation of the estimate into major cost components, phases, etcetera, shall be established prior to the first cost estimate, and be the format used for all subsequent cost estimates. Reconfiguration or changes to the cost estimates format shall be provided as an additional service for an agreed to fee. BA shall not be responsible for analysis of estimates prepared by the CONTRACTOR.

All improvements shall be compliant with the Americans with Disability Act, Florida Building Code, Florida Administrative Code and applicable local, state and federal laws, rules and guidelines.

PART II - SCOPE OF WORK

TASK 1.0 – SURVEY AND MAPPING

- 1.1 **Survey and Mapping** – BA shall prepare a boundary and topographic survey, locating and identifying all visible existing above-ground improvements. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983/2011 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Provide cross-sections on a 25 foot grid to extend over adjacent roadways and include any highs and lows occurring off-grid. Provide location of existing asphalt roadways, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, headwalls, end walls, manholes, vaults, driveways, concrete curbing and curb cuts, landscaping, and any other visible improvements. Provide rim and invert elevations on all storm and sanitary sewer structures. Provide location of individual trees, listing all trees and palms with common type (to the best of our knowledge) and trunk diameter (DBH) and canopy spread (drip line) diameter. BA shall survey the raised area (mound) in the northwest quadrant of the park, where an existing septic tank may exist, using geophysical, magnetic methods or Ground Penetrating Radar (GPR) and produce an approximate size of the existing tank — for demolition purposes. GPR shall only be utilized in the area of the raised mound area. Results of GPR shall be included in the digital (PDF & CAD) deliverables. Digital maps shall delineate all field collected data as well as existing limits of referenced rights-of-way. BA shall provide the CLIENT a certified survey, digitally signed & sealed pdf and CAD file.

Deliverables for Task 1.0 Survey and Mapping – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white digitally signed and sealed PDF of survey drawings
- One (1) AutoCAD .dwg file of survey

TASK 2.0 – PROJECT INITIATION

- 2.1 **Project Management** – In addition to the specific services detailed below, throughout the duration of the project, BA shall coordinate all associated work with the CLIENT's representative and the CLIENT's project team, monitor the project schedule as it relates to this scope, and provide timely invoicing and reporting of project progress.
- 2.2 **Design Intent Kick-Off Meeting** – BA shall attend one (1) meeting with the CLIENT to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record keeping standards, communications with the CLIENT, distribution procedures, meeting dates, public and City Commission notification and preliminary and final submissions. BA shall prepare and distribute minutes of the Kick-Off Meeting.

- 2.3 Arborists Level 1 Tree Disposition Report** – The Arborist shall visit the site one (1) time to assess and evaluate the condition of all existing trees and palms. The Arborist shall prepare a Level 1 Report that shall include the following for each tree and palm: scientific/common name, size, condition, tree preservation suggestion, picture, and pertinent notes for each tree. All specimen trees shall be appraised using cost replacement method as described in the Guide for Plant Appraisal, published by the ISA 10th edition. The report shall be submitted to the City of Dania Beach during the DRC Site Plan Process and Tree Removal Permitting and shall be the basis of the Tree Disposition/Preservation Plans throughout the design, permitting and construction process.
- 2.4 Site Visit, Inventory, Analysis and Assessment** – BA shall visit the site one (1) time with the CLIENT to discuss and observe key issues, opportunities or constraints. While on site, BA shall also verify the surveyed trees. BA shall prepare and distribute a summary of observations, discussion topics and directions received.
- 2.5 Architectural Programming Meeting** – BA shall meet with the CLIENT one (1) time in person to refine the community recreation center and free-standing restroom architectural program. Based on discussions, decisions made and direction given, BA shall develop a floor plan sketch for review and comment. BA shall prepare and distribute minutes.
- 2.6 Architectural Floor Plans** – Based on discussion during the Architectural Programming Meeting, BA shall prepare and distribute floor plans for the community center and free-standing bathroom. The CLIENT shall provide BA one consolidated list of comments. Minor changes and modifications shall be incorporated into the Conceptual Master Plan Task.

Deliverables for Task 2.0 Project Initiation – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of minutes of Design Intent / Kick-Off Meeting
- One (1) 8 ½" X 11" black and white PDF of Site Visit, Inventory, Analysis and Assessment summary
- One (1) 8 ½" X 11" black and white PDF of Architectural Programming Meeting Minutes
- One (1) 24" X 36" black and white PDF of Community Center and Free-Standing Bathroom Floor Plans

TASK 3.0 – ZONING AND LAND USE ANALYSIS

- 3.1 Regulatory Development Review** – BA shall review and analyze appropriate City land development regulations (LDR's) such as FAR, maximum building heights, setbacks, building uses and flood plain requirement and provide the CLIENT one (1) consolidated list of development limitations that affect the proposed improvements. BA's LDR due diligence review shall include coordination with the City of Dania Beach Planning and Zoning Department to confirm the site development standards for the zoning district. BA shall prepare a summary of zoning requirements including the permitted uses, bulk requirements and yard setback requirements which the proposed design shall be subject to.

Deliverables for Task 3.0 Zoning and Land Use Analysis – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Development Limitations Memorandum

TASK 4.0 – WAIVER FROM LAND DEVELOPMENT CODE FOR MUNICIPAL PROJECTS

- 4.1 Development Waiver Due Diligence** – BA shall research, document and assist the CLIENT with the City of Dania Beach Waiver Process (per Section 700-190 of the Code) for non-conforming proposed program elements such as vertical elements in setbacks, buildings exceeding maximum heights, building coverage exceeding maximum, signage size and light spillover. BA shall summarize and provide a list of non-conforming program elements.

- 4.2 Waiver Coordination Meetings** – BA shall participate in two (2) virtual review meetings with the City and the CLIENT to review and discuss approval procedures for proposed non-conforming program elements.
- 4.3 Waiver Request Justification Letter** – Based on the results of the non-conforming program element due diligence research and review and coordination meetings with the City and CLIENT, BA shall prepare and provide a Waiver Request Justification Letter. The Waiver Request Justification Letter shall be submitted to the City during the DRC Site Plan Approval Process.
- 4.4 Waiver Request Diagram** – BA shall prepare one (1) drawing that illustrates and depicts the non-confirming program elements location and type. The Waiver Request Diagram shall be submitted to the City during the DRC Site Plan Approval Process.

Deliverables for Task 4.0 Waiver From Lands Development Code For Municipal Projects – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of Non-Conforming Program Element List
- One (1) 24" X 36" black and white PDF depicting Non-Conforming Program Elements
- One (1) 8 ½" X 11 black and white PDF of Wavier justification Request Letter

TASK 5.0 – CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS

- 5.1 Draft Conceptual Master Plan** – Based on themes discussed at the Design Intent Kick-Off Meeting and the Architectural Programming Meeting, and descriptions in the RFP and Parks System Master Plan, BA shall prepare a draft rendered conceptual master plan.
- 5.2 Draft Conceptual Master Plan Opinion of Probable Cost (OOPC)** – BA shall prepare and provide to the CLIENT an opinion of probable cost based on the Conceptual Master Plan.
- 5.3 Schedule** – BA shall prepare a project schedule that correlates to the tasks detailed in this scope.
- 5.4 Draft Conceptual Master Plan Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss the Draft Conceptual Master Plan, associated cost estimate and project schedule. Should it be determined that the CLIENT's program will cost more than the established improvement budget, the CLIENT shall direct BA which Program elements to eliminate from their work. BA shall not be responsible for designing elements that are not within the established budget. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the Final Conceptual Master Plan. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 5.5 Final Conceptual Master Plan** – Based on comments discussed during the Draft Conceptual Master Plan and Cost Estimate Review Meeting, BA shall make minor adjustments to the plan and OOPC and provide to the CLIENT for final review and approval prior to City Commission Presentation.
- 5.6 Final Conceptual Plan and Opinion of Probable Cost Draft Presentation** – BA shall prepare and provide a PowerPoint presentation that summarizes the Final Conceptual Master Plan and associated OOPC. The CLIENT shall provide BA one (1) consolidated list of comments or changes to the presentation. Minor revisions shall be incorporated into the presentation prior to the City Commission meeting. Major changes that represent a significant departure from the original design program shall be provided as an additional service.

- 5.7 City Commission Final Conceptual Master Plan Presentation** – BA shall prepare a Final Conceptual Master Plan PowerPoint Presentation and attend and participate in a presentation to City Commission. Minor revisions shall be incorporated into the presentation prior to the Public Presentation. BA shall not be responsible for preparing or distributing minutes of City Commission Comments or feedback.
- 5.8 Public Meeting** – Based on comments received from City Commission on the Final Conceptual Master Plan, BA shall attend and participate in a public meeting to present the Final Conceptual Plan. BA shall not be responsible for preparing or distributing minutes.
- 5.9 Final Conceptual Master Plan Review Meeting** – BA shall participate in one (1) virtual meeting to discuss comments and feedback received during the Final Conceptual Master Plan presentation to City Commission and the Public. The CLIENT shall provide BA direction on incorporation of comments into the proposed improvements. Minor comments received shall be incorporated into the DRC Site Plan Drawings. BA shall not be responsible for updating the illustrative color master plan from this point in time moving forward. BA shall prepare and distribute minutes.

Deliverables for Task 5.0 Conceptual Master Plan and Public Meetings – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of the Draft Conceptual Master Plan
- One (1) 8 ½" X 11" black and white PDF of Draft Conceptual Master Plan Opinion of Probable Cost
- One (1) 11" X 17" black and white PDF of Project Schedule
- One (1) 8 ½" X 11" black and white PDF's of the Draft Conceptual Master Plan and OOPC Review Meeting Minutes
- One (1) 24" X 36" color PDF of the Final Conceptual Master Plan
- Four (4) 24" X 36 color prints of the Final Conceptual Master Plan
- One (1) Final Conceptual Master Plan and OOPC Draft PowerPoint Presentation
- One (1) Final Conceptual Master Plan and OOPC Final PowerPoint Presentation
- One (1) 8 ½" X 11" black and white PDF of Final Conceptual Master Plan Review Meeting Minutes

TASK 6.0 – SUBSURFACE EXPLORATION AND REPORTING (GEOTECHNICAL ENGINEERING)

- 6.1 Geotechnical Engineering** –. BA shall perform geotechnical engineering subsurface exploration testing and reporting including:
- Six (6) Standard Penetration Test (SPT) borings to a depth of 40 feet below existing grade for the proposed aquatic facility
 - Nine (9) Structural SPT borings to a depth of 40 feet around football field, parking lot, court, light pole, scoreboards, 20' tall fence posts and netting pole foundations.
 - Three (3) Borehole Permeability (BHP) tests per South Florida Water Management District (SFWMD) Standards, and
 - Two (2) Double Ring Infiltrometer tests

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered. Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designations D 1586. Borings will be approximately located in the field (at approximate locations provided by the design engineers) by drilling personnel. Prior to drilling at the project site, geotechnical engineer shall notify the local utility companies and request that underground utilities be marked. However, it is our experience that the utility companies will not mark privately owned utilities. This Scope assumes that private utility lines, if any, shall be located in the field by others prior to mobilization of the drill rig. Upon completion of the field exploration, visual classifications will be performed and some laboratory testing, will be performed on select samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report shall be issued that contains the exploration data, a discussion of

the site and subsurface conditions, results of percolation tests and Double Ring Infiltrometer tests, geotechnical recommendations for pavement subgrade and foundation design, and a discussion of some construction considerations. The geotechnical report shall be used by the design team for regulatory required drainage and structural design and permitting.

Deliverables for Task 6.0 Subsurface Exploration and Reporting – As a result of this task, BA shall deliver the following to the CLIENT:

- One 8 ½" X 11" black and white signed and sealed PDF of Soils Report.

TASK 7.0 – CITY OF DANIA BEACH DRC SITE PLAN APPROVAL PROCESS

- 7.1 DRC Pre-Application Meeting** – BA shall participate in one (1) in person DRC Pre-Application Meeting with the City Planning and Zoning Department. BA shall prepare and distribute meeting minutes.
- 7.2 Fire Flow Testing** – Based on the proposed improvements and in accordance with Dania Beach Fire Rescue requirements, BA shall have the applicable water mains tested for rates of flow. Flows not meeting the necessary requirements are not BA's responsibility to correct.
- 7.3 Traffic Statement** - Traffic engineering services includes preparation of Traffic Statement in connection with the proposed re-development of the existing P.J. Meli Park. Based upon the existing and proposed uses and intensities, as provided by the CLIENT, BA shall conduct a trip generation comparison analysis for the project. This analysis shall be undertaken for daily, AM peak hour, and PM peak hour conditions. The trip generation will be based on trip generation information contained in the Institute of Transportation Engineer's (ITE) Trip Generation Manual (11th Edition) and/or other sources. Internalization of traffic, pass-by characteristics, and multimodal trip reductions will be analyzed and documented, as applicable. Traffic analysis findings/results shall be document and summarized in a Traffic Statement and submitted as part of the City of Dania Beach DRC Site Plan Approval Process.
- 7.4 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the DRC Site Plan drawings.
- 7.5 DRC Site Plan Approval Application** – Per the City of Dania Beach Land Development Code Part 6, Article Development Review Procedures and Requirements, Section 605-30 Application Submittal Requirement, BA shall prepare and submit the appropriate drawings and application required for the City of Dania Beach Development Review Committee (DRC) Site Plan Review. The CLIENT shall be responsible for providing appropriate and applicable application signature(s) by authorized persons.
- 7.6 DRC Site Plan Review Meeting** – BA shall participate in one (1) in person DRC review meeting with City Planning and Zoning staff to receive and discuss outstanding comments on the site plan application. BA shall prepare and distribute meeting minutes.
- 7.7 Development Review Committee (DRC) Site Plan Follow Up** – BA shall prepare written responses to DRC comments and submit associated revised drawings as necessary.

Deliverables for Task 7.0 Dania Beach DRC Site Planning – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF of DRC Pre-Application Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of completed Site Plan Application
- One (1) 24" x 36" color PDF of Site Plan Application Drawings
- One (1) 8 ½" X 11" black and white PDF of Fire Flow Test Results

- One (1) 8 ½" X 11" black and white PDF of DRC Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of responses to DRC comments

TASK 8.0 – DESIGN DEVELOPMENT/30% CONSTRUCTION DRAWINGS

- 8.1 Design Development Coordination Meetings** – Throughout the duration of the Design Development Task, BA shall participate in up to two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 8.2 Design Development /30% CD's** – Based on comments received on the conceptual master plan and during the City of Dania Beach DRC Site Plan Approval Process, BA shall prepare design development/30% drawings. These documents shall further refine and articulate the project elements established in the approved Final Conceptual Master Plan and by the DRC. This shall include aquatic engineering plans and details; architectural plans and details, civil engineering plans and details, tree disposition/tree protection plans and details, mechanical, electrical and plumbing plans and details, low-voltage plans and details, architectural fire protection plans and details, structural engineering plans and details, hardscape paving plans and details, hardscape furniture and fixture plans and details and landscape massing plans and details.
- 8.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FPL, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the Design Development drawings.
- 8.4 Schedule** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 8.5 Design Development / 30% CD's Review Meeting** – BA shall attend one (1) in-person meeting to discuss the design development/30% drawing with the CLIENT. The CLIENT shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 8.6 Written Responses to CLIENT 30% CD's Comments** – BA shall provide the CLIENT written response to received Design Development comments. The intent being to document and describe the agreed course of action. That is, how comments shall be addressed and incorporated into the design moving into the next Task.

Deliverables for Task 8.0 Design Development /30% Construction Drawings – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of Design Development Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of Design Development Drawings
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of Design Development Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received Design Development Comments

TASK 9.0 – 60% CONSTRUCTION DOCUMENTS (CD's)

- 9.1 60% CD's Coordination Meetings** – Throughout the duration of the 60% CD's Task, BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.

- 9.2 60% Construction Drawings** – Based on the approved 30% CD's, BA shall prepare 60% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details and landscape plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 9.3 Franchise Utility Coordination** – BA shall contact franchise utility companies, such as AT&T, Comcast and FP&L, to coordinate appropriate and applicable services for the proposed improvements. BA shall incorporate received services connection information into the 60% drawings.
- 9.4 60% Technical Specifications** – BA shall provide a technical specifications Table of Contents for the proposed improvements. Technical specifications shall be MasterSpec Division 00 through Division 33 sections format.
- 9.5 60% CD's CONTRACTOR Cost Coordination** – BA shall review the 60% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 9.6 Schedule** – BA shall prepare an updated project schedule with the 60% CD's submittal that correlates to the tasks detailed in this scope.
- 9.7 60% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 60% CD's. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 9.8 Written Responses to CLIENT 60% CD's Comments** – BA shall provide the CLIENT written response to received 60% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the 90% CD's.

Deliverables for Task 9.0 60% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 60% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 60% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of Technical Specifications Table of Contents*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR's 60% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 60% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 60% CD's Comments*

TASK 10.0 – REGULATORY PERMITTING

10.1 Regulatory Permitting – BA shall prepare and submit the following regulatory permit applications including:

- Broward County Surface Water Management
- SFWMD - Surface Water Management
- SFWMD - Water Use
- NPDES - Surface Water Pollution Prevention Plan
- City of Dania Beach - Roads- Paving, Grading & Drainage
- City of Dania Beach – Sewer
- City of Dania Beach – Water
- Broward County EPGMD – Sewer
- FDEP - Water
- City of Dania Beach Tree Removal
- Broward County Health Department Pool Improvements Review

10.2 Regulatory Permit Resubmittals – BA shall respond to agency comments as required. BA shall also track and coordinate with the appropriate agencies to minimize potential problems that might prohibit permits from being issued in a timely manner. Any changes required for the issuance of a regulatory permit shall be incorporated into the drawings and be included in the 90% Construction drawings.

Deliverables for Task 10.0 Regulatory Permitting – As a result of this task, BA shall deliver the following to the Client:

- 8 ½' X 11 black and white PDF's AHJ Permit Applications
- 24" X 36" black and white signed and sealed Civil Engineering Drawings
- 24" X 36" black and white signed and sealed Aquatic Engineering Drawings

TASK 11.0 – 90% CONSTRUCTION DOCUMENTS (CD's)

11.1 90% CD's Coordination Meetings – Throughout the duration of the 90% CD's Task , BA shall participate in up to three (3) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the three coordination meetings.

11.2 90% Construction Drawings – Based on the approved final 60% CD's, BA shall prepare 90% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.

11.3 90% Technical Specifications – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.

11.4 90% CD's CONTRACTOR Cost Coordination – BA shall review the 90% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.

11.5 Schedule – BA shall prepare an updated project schedule with the 90% CD's submittal that correlates to the tasks detailed in this scope.

- 11.6 90% Construction Drawings Review Meeting** – BA shall participate in one (1) in person review meeting with the CLIENT to discuss their comments on the 90% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.
- 11.7 90% CD's Comment Responses** – BA shall provide the CLIENT written response to received 90% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 11.0 90% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- *Three (3) sets of 8 ½" X 11" black and white PDF's of 90% CD's Coordination Meeting Minutes*
- *One (1) 24" X 36" black and white PDF of 90% Construction Drawings*
- *One (1) 8 ½" X 11" black and white PDF of 90% Technical Specifications*
- *One (1) 8 ½" X 11" black and white PDF of CONTRACTOR 90% CD's Cost Estimate Review Comments*
- *One (1) 11" X 17" black and white PDF of updated Project Schedule*
- *One (1) 8 ½" X 11" black and white PDF of 90% CD's Meeting Minutes*
- *One (1) 8 ½" X 11" black and white PDF of Written Responses to received 90% CD's Comments*

TASK 12.0 – 100% CONSTRUCTION DOCUMENTS (CD's)

- 12.1 100% CD's Coordination Meetings** – Throughout the duration of the 100% CD's Task, BA shall participate in two (2) virtual meetings with the CLIENT and CONTRACTOR to discuss project design and coordination items such as construction costs, construction logistics, permitting and schedule. BA shall prepare and distribute minutes of the coordination meetings.
- 12.2 100% Construction Drawings** – Based on the approved final 90% CD's, BA shall prepare 100% construction drawings. These documents shall further refine and articulate the project elements and shall include tree disposition/tree protection plans and details, architectural plans and details, civil engineering plans and details, structural engineering plans and details, mechanical, electrical and plumbing engineering plans and details, low-voltage engineering plans and details, architectural fire protection plans and details, aquatic engineering plans and details, hardscape paving plans and details, hardscape furniture plans and details, landscape plans and details and irrigation plans and details. Drawings shall include elevations and sections necessary to communicate the design intent and construction materials.
- 12.3 100% Technical Specifications** – BA shall prepare full length MasterSpec format technical specifications of applicable Division 00 through Division 33 sections for the proposed improvements.
- 12.4 Schedule** – BA shall prepare an updated project schedule with the 100% CD's submittal that correlates to the tasks detailed in this scope.
- 12.5 100% CD's CONTRACTOR Cost Coordination** – BA shall review the 100% CD's CONTRACTOR cost estimate for completeness provide comments and observations to the CLIENT.
- 12.6 100% Construction Drawings Review Meeting** – BA shall participate in one (1) in-person review meeting with the CLIENT to discuss their comments on the 100% CD's, and associated CONTRACTOR cost analysis. Minor revisions shall be incorporated into the drawings during the next phase of work. Major changes that represent a significant departure from the original design objectives shall be provided as an additional service for an agreed to fee. BA shall prepare and distribute meeting minutes.

12.7 100% CD's Comment Responses – BA shall provide the CLIENT written responses to received 100% CD's comments. The intent being to document and describe the agreed to course of action. That is, how comments shall be addressed and incorporated into the Bidding Documents.

Deliverables for Task 12.0 100% Construction Documents – As a result of this task, BA shall deliver the following to the CLIENT:

- Two (2) sets of 8 ½" X 11" black and white PDF's of 100% CD's Coordination Meeting Minutes
- One (1) 24" X 36" black and white PDF of 100% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF of CM@Risk 100% CD's Cost Estimate Review Comments
- One (1) 11" X 17" black and white PDF of updated Project Schedule
- One (1) 8 ½" X 11" black and white PDF of 100% CD's Meeting Minutes
- One (1) 8 ½" X 11" black and white PDF of Written Responses to received 100% CD's Comments

TASK 13.0 – FURNITURE, FIXTURES AND EQUIPMENT (FFE) DRAWINGS AND SPECIFICATIONS

13.1 FFE Drawings – BA shall prepare a package of drawings, specifications, and material samples depicting the Furniture, Fixtures and Equipment for the two buildings (community center and freestanding bathroom) as part of the Tasks noted above. Drawings will depict the layout of each fixture and all equipment with reference to detailed schedule of each specified item. Material sample boards will be prepared for presentation for CLIENT review and approval.

13.2 FFE Drawings Review Meeting – BA shall participate in one (1) in-person FFE review meeting with the CLIENT to discuss the design and selection of all elements. BA shall document and distribute CLIENT approvals, and/or make minor adjustments of specifications and layouts as per comments, for approval prior to the Bid submission. BA shall prepare and distribute meeting minutes.

Deliverables for Task 13.0 Furniture, Fixtures and Equipment Drawings and Specifications – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" color PDF of FFE drawings provided with Tasks 8.0, 9.0, 11.0 and 12.0
- One (1) 8 ½" X 11" black and white PDF copy of FFE Review Meeting Minutes
- One (1) 24" X 36" color Furniture, Fixture and Equipment Sample Boards

TASK 14.0 – CONTRACTOR GUARANTEED MAXIMUM PRICE (GMP) BIDDING ASSISTANCE

14.1 Bidding Documents – Based on comments received on the 100% drawings and technical specifications and feedback from the CLIENT during the associated review meeting, BA shall prepare and issue one (1) complete set of construction drawings and technical specifications to the CONTRACTOR for their use in preparing the GMP.

14.2 Bidding RFI Responses – BA shall respond in writing to CONTRACTOR questions regarding the project construction drawings and technical specifications that may arise during the GMP bidding process. If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate drawings.

14.3 GMP Review and Coordination Meeting – BA shall participate in one (1) GMP review and coordination meeting with CLIENT and CONTRACTOR to discuss bidding topics or resolution of any issue critical to issuance of the GMP by the CONTRACTOR. BA shall NOT be responsible for preparing or distributing minutes.

Deliverables for Task 14.0 Contractor Guaranteed Maximum Price Bidding Assistance – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36" black and white PDF of revised construction drawings
- One (1) 8 ½" X 11" black and white PDF of revised technical specifications
- 8 ½" X 11" black and white PDF's of RFI Responses as needed
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 15.0 – BUILDING DEPARTMENT PERMITTING

- 15.1 Signed and Sealed Drawings** – Based on the approved GMP drawings and taking into account any revisions or changes requested during that process, BA shall prepare signed and sealed drawings, reports and calculations for submission to the Dania Beach Building Department for building permits.
- 15.2 Building Department Applications and Submission** – BA shall prepare a one (1) site construction and one (1) vertical construction Dania Beach Building Permit Application and provide to the CLIENT for signatures. BA shall not be responsible for obtaining owner signatures such as the Dania Beach City Manager or Broward County Public Schools. BA shall submit the completed building permit applications as well as signed and sealed drawings and reports directly to the City of Dania Beach Building Department via their online CAP system. If it is discovered at some future point that the building permitting for the Broward County Public School's parcel must be permitted through that organization, it shall be provided as an additional service for an agreed to fee.
- 15.3 Building Department Written Comment Responses** – BA shall provide written response to all Building Department comments, explaining how each comment has been addressed.
- 15.4 Drawing Revisions** – If necessary and to accompany RFI responses, BA shall make revisions and reissue the appropriate signed and sealed drawings

Deliverables for Task 15.0 Building Department Permitting – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 black and white signed and sealed PDF set of Construction Drawings
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Structural Calculations
 - One (1) 8 ½" X 11" black and white signed and sealed PDF of the Soils Report
 - One (1) 8 ½" X 11" black and white PDF of Vertical Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF of Site Improvements Building Permit Application
 - One (1) 8 ½" X 11" black and white PDF's of RFI Responses
 - One (1) 8 ½" X 11" black and white PDF of Changes Narrative
- 24" X 36" black and white PDF Revision Drawings as needed

TASK 16.0 – CONSTRUCTION ADMINISTRATION SERVICES (APPROXIMATELY 548 CALENDAR DAYS)

- 16.1 Site Improvements Materials Board** – BA shall prepare a site furniture and fixture sample board(s) that defines the colors for site improvements (not buildings). The sample board(s) shall be actual paint chips or fabric samples. When actual chips and samples are not available from manufacturers for a site element, such as playgrounds, a rendering shall be requested from vendor that shows the selected colors and the specified product.

- 16.2 Pre-Construction Meeting** – BA shall attend and participate in one (1) in-person pre-construction meeting with the CLIENT and the CONTRACTOR. The meeting shall be used to establish CONTRACTOR procedures, responsible parties and submittal and RFI review periods. BA shall not be responsible for preparation or distribution of minutes, or for scheduling or reserving a meeting space
- 16.3 Submittal Review** – BA shall review and comment on shop drawings, samples, and other data and reports, which the CONTRACTOR is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided on the contract documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. Submittals that, at no fault of BA, require more than three reviews shall be provided as an additional service for an agreed to fee. It is assumed that the shop drawings shall be handled through digital means, such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.4 Responses to CONTRACTOR RFI's** – BA shall respond to and provide clarifications and interpretations of the contract documents as needed and requested by the CONTRACTOR or CLIENT. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as ProCore).
- 16.5 Permit Revisions** – At key points during construction, BA shall issue revised signed and sealed drawings that incorporate RFI responses and applicable approved submittals into the Building Department Drawing Set. This process is necessary so that the drawings used by the CONTRACTOR and their Subs in the field are consistent with the drawings that the building department inspectors have. Permit revisions shall only be performed on an occasional basis, no more than five (5) times throughout the construction process.
- 16.6 Pay Application Review** – BA shall review and comment on up to twelve (18) pay applications provided by the CONTRACTOR
- 16.7 Site Visits and Field Coordination** – For the duration of the assumed eighteen (18) month construction period, BA shall perform site visits and/or attend onsite construction coordination meetings by discipline as described and listed below. During these site visits or meetings, BA shall become familiar with the progress and quality of the CONTRACTOR'S work and determine if said work is generally proceeding in accordance with the contract documents and be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the contract documents. BA shall NOT be responsible for scheduling or coordinating meetings with the CONTRACTOR or for producing minutes afterwards that may be required to summarize onsite discussions. Additional site visits or meetings shall be billed as an additional services on an hourly basis. The distribution and quantities of site visits by discipline shall be as follows:

Design Team Project Management	12 Visits
Architecture	8 Visits
Landscape Architecture	12 Visits
Civil Engineering	12 Visits
MEP/LV Engineering.....	6 Visits
Structural Engineering.....	4 Visits
Aquatic Engineering	3 Visits
Traffic Engineering	0 Visits
Certified Arborist	0 Visits
Geotechnical Soils Engineer	0 Visits
Irrigation Designer.....	0 Visits

16.8 Owner Architect Contractor (O.A.C.) Meetings – For the duration of the assumed eighteen (18) month construction period, BA shall participate in up to forty (40) virtual O.A.C. meetings (one (1) O.A.C. meeting every other week). Participation by individual disciplines in the virtual OAC meetings shall be as described below. The purpose of this meeting is to receive updates from the CONTRACTOR on the progress of construction and to discuss any critical path items and urgent submittals or RFI's. BA shall NOT be responsible for preparing or distributing minutes.

Design Team Project Management	36 Meetings
Architecture	10 Meetings
Landscape Architecture	36 Meetings
Civil Engineering	30 Meetings
MEP/LV Engineering.....	20 Meetings
Structural Engineering.....	4 Meetings
Aquatic Engineering	3 Meetings
Traffic Engineering	0 Meetings
Certified Arborist	0 Meetings
Geotechnical Soils Engineer	0 Meetings
Irrigation Designer.....	0 Meetings

16.9 Substantial Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct a substantial completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and shall provide a comprehensive punch list of outstanding issues that need to be completed/corrected. This service shall be completed in addition to the Site Visits and Field Coordination Task.

16.10 Final Completion Walkthrough – BA shall visit the site one (1) time with the CLIENT to conduct/complete a final Completion walkthrough to determine if the completed work by the CONTRACTOR is in general accordance with contract documents and that all punch list items have been resolved. BA shall provide a final completion notice to the CLIENT once the project is deemed to be in full accordance with the contract documents. This service shall be completed in addition to the Site Visits and Field Coordination Task. Additional walkthroughs required due to the CONTRACTOR's inability to complete all punch list items the first time shall be provided as an additional service for an agreed to fee.

16.11 Equipment and Systems Testing and Adjusting – Equipment and systems shall be performance tested in the presence of BA to demonstrate compliance with the specified requirements. Performance testing shall be conducted under the specified design operating conditions or under such simulated operating conditions as recommended or approved by BA. All equipment contained in the work, plus all other components necessary to enable the CLIENT to operate the facility in a manner that was intended, shall be complete in order to be considered acceptable.

16.12 Permit Certifications to Regulatory Agencies & Permit Close-Out (Ten Agencies/Departments) - BA shall review as-built documentations provided by the CONTRACTOR and compare built conditions to the design approved by regulatory agencies. Deviations from the permitted designs shall be reported to the CLIENT and CONTRACTOR for correction. Once BA is satisfied that the improvements match the regulatory approval, BA shall certify to the Agency as such.

Deliverables for Task 16.0 Construction Administration Services – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 24" X 36 color Site Furniture and Fixture Sample Board.
- One (1) 8 ½" X 11" black and white PDF copy of each reviewed submittal
- One (1) 8 1/2" X 11" black and white PDF's of RFI responses
- Twenty-Five (25) black and white or color PDF copies of Field Reports
- 24" X 36" black and white signed and sealed Delta revised Permit Drawings
- Eighteen (18) 8 ½" X 11" black and white PDF of Reviewed Pay Application
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List
- One (1) 8 ½" X 11" black and white PDF of Final Completion Notice
- Ten (10) 8 ½" X 11" black and white Regulatory Agencies Permit Certification/Close-Out Confirmation

TASK 17.0 – SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION

17.1 Special Inspections – The structural engineer shall perform special structural inspections limited to reinforced masonry, steel framing and connections and wood roof framing inspections. Inspection of all other structural building components not explicitly requiring Special Inspections per the Florida Building Code shall be performed by the City of Dania Beach inspectors and are not included in this scope and fee.

Deliverables for Task 17.0 Special Structural Inspections During Construction – As a result of this task, BA shall deliver the following to the CLIENT:

- One (1) 8 ½" X 11" black and white PDF copy of each Inspection Report

PART III - COMPENSATION

Tasks 1.0 through 17.0 – BA shall invoice the CLIENT a lump sum fee, including direct expenses, for Tasks 1.0 through 15.0 and on an hourly time and material not to exceed basis for Tasks 16.0 and 17.0:

TASK 1.0 SURVEY AND MAPPING.....	\$33,304.00
TASK 2.0 PROJECT INITIATION	\$70,324.00
TASK 3.0 ZONING AND LAND USE ANALYSIS	\$19,226.00
TASK 4.0 WAIVER FROM LANDS DEVELOPMENT CODE FOR MUNICIPAL PROJECTS	\$41,401.00
TASK 5.0 CONCEPTUAL MASTER PLAN AND PUBLIC MEETINGS	\$105,732.00
TASK 6.0 SUBSURFACE EXPLORATION & REPORTING	\$35,392.00
TASK 7.0 CODB DRC SITE PLAN APPROVAL PROCESS.....	\$88,596.00
TASK 8.0 DESIGN DEVELOPMENT	\$175,052.00
TASK 9.0 60% CD's.....	\$185,961.00
TASK 10.0 REGULATORY PERMIT REVIEW	\$29,038.00
TASK 11.0 90% CD's.....	\$172,411.00
TASK 12.0 100% CD's.....	\$118,719.00
TASK 13.0 FFE DRAWINGS AND SPECIFICATIONS	\$15,108.00
TASK 14.0 CM@R BIDDING ASSISTANCE	\$32,841.00
TASK 15.0 BUILDING DEPARTMENT PERMITTING.....	\$68,430.00
TASK 16.0 CONSTRUCTION ADMINISTRATION SERVICES	\$475,093.00
TASK 17.0 SPECIAL STRUCTURAL INSPECTIONS DURING CONSTRUCTION	\$21,872.00
GRAND TOTAL	\$1,688,500.00

PART IV – SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service for an agreed to fee:

1. Providing Revit or BIM Models
2. 3D renderings, sketch up models or videos
3. Preparation of opinions of probable cost after the 30% CD's Submission
4. Material Testing (concrete cylinders shall be by the CONTRACTOR)
5. Traffic signal design
6. Quantity or area take-offs
7. Preparation of Schedule of Values
8. Land Use Changes
9. Change of zoning/rezoning
10. Platting
11. Delegation Requests
12. Vacation or abandonment of rights-of-way
13. Administrative appeals
14. Replatting
15. Plat Determination
16. Preparation of Public Hearing Notices
17. Administrative Variances
18. Variances
19. Zoning relief procedures
20. Special Exception Requests
21. Special use permitting
22. Expert testimony
23. Permit and impact fees of any kind
24. FDOT permitting or coordination
25. Environmental engineering including hazardous materials, wetland and protected species permitting
26. Contaminated soil testing and reporting
27. Design and or permitting related to contaminated soils
28. Preparation of a dewatering plan or engineering control plans
29. Preparation of a maintenance of traffic plans
30. LEED Building Design or Certification Process
31. Green building design or tracking
32. Green building certification or specialization
33. Custom furniture or picnic pavilion design
34. Site or building generator design and specifications
35. Add and deduct alternate designs required in addition to base bid design
36. Specialty engineering including but is not limited to, concrete tilt wall panels, heavy timber framing and connections, wood trusses; light gauge steel trusses; steel joists and girders, windows, doors and their attachments; light gauge framing, precast concrete members; aluminum framed items, fabric structures, fencing, site furniture, shade canopies, pedestrian/parking/sports lighting pole foundations etc. Specialty engineering shall be the responsibility of the CONTRACTOR and/or their subs/vendors which are delegated and typically provided by the manufacturer's specialty engineer.
37. Fence posts, gate posts, pedestrian light poles, basketball posts, football goal posts, field goal net posts, bleachers and pool cabanas are pre-engineered items designed by the manufacturer's specialty engineer (signed and sealed submittals required).
38. Signage and signage foundation design
39. Intrusion detection system
40. Design or specifications for a, generator, generator support slab and enclosure
41. Multi-purpose field press box
42. Aquatics scoreboard
43. Piling/Pier design for aquatics or architecture
44. Underground concrete technical spaces
45. Slide & Water Play specialty structural drawings
46. Integration of sculptural elements or acrylic components
47. Asbestos survey.
48. Redesign required due to unforeseen site conditions that may be discovered during construction.
49. Full-time site representation during construction.
50. Resolution of design problems arising from fabrication or construction errors, or CONTRACTOR's failure to pass quality assurance tests
51. Land use attorney services
52. Legal services, such as written opinions, verbiage or language
53. Preparation or drafting of commission agenda
54. Florida Department of Health or Florida Division of Hotel and Restaurant food services permitting and approval



City of Dania Beach Public Services Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director

SUBJECT: Text Amendment Request To Chapter 27 of the City's Code, entitled "Water And Sewer" in order to eliminate the alternative impact fee calculations process (Second Reading), and removing the requirement to review every two years of these provisions

Request:

The Public Services Department (PSD) is requesting the adoption of an ordinance to amend the City's Code of Ordinances Chapter 27, "Water and Sewer" (Code), to eliminate the alternative impact fee calculation and the requirement to review the provisions every two years.

Background:

In 2011, the City created a process for the applicant/user to have the option to challenge the City's water and sewer impact fee calculation formula. This process is not considered a best practice since it can create disparities in the treatment of properties. A review of other cities' impact fee ordinances revealed that the vast majority of cities do not provide this challenge process for seeking an alternative formula. There is always the ability to challenge the calculation at the time of initial imposition of the formula.

Another practice to eliminate from the Code is the requirement for an impact fee review every two years. At one time, Florida statutes required this review, but it's no longer required. The review should occur at the time that the City seeks to update its impact fees.

The City Engineer and Public Services Director will determine, applying best business and industry practices, when to modify impact fees and the Code pertaining to water and sewer services.

Budgetary Impact

There is no budgetary impact resulting from this text amendment.

Recommendation

It is recommended that the City Commission approve the text amendment on this second reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 27 OF THE CITY CODE, ENTITLED “WATER AND SEWERS; ARTICLE IV, ENTITLED “WATER AND SEWER SYSTEM IMPACT FEES”, TO ELIMINATE AN ALTERNATIVE FEE CALCULATION PROCESS IN ORDER TO MAINTAIN CONSISTENCY IN FEE CALCULATIONS AND TO ADHERE TO BEST PRACTICES; AND TO ELIMINATE THE TWO YEAR REVIEW REQUIREMENT BY THE CITY COMMISSION; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has comprehensive water and sewer regulations, including water and sewer impact fees; and

WHEREAS, the City is constantly seeking to improve services and to adhere to best practices; and

WHEREAS, all impact fees are implemented based upon an adopted study by professional staff and engineering analysis, which fee is based upon verified and authorized formula approved by the City Commission; and

WHEREAS, in 2011 the City created a process to challenge the impact fee calculation formula, which can create disparities in treatment of properties; and

WHEREAS, in reviewing other cities and their impact fee ordinances, it has been determined that a supermajority of the cities do not provide a process for seeking an alternate formula; and

WHEREAS, the Administration is concerned about disparate treatment due to this “alternate method” and seeks to eliminate the provisions relating to same; and

WHEREAS, the Administration seeks to eliminate section 27-214, entitled “Review Requirements” which requires review by the City Commission of the impact fee regulations every two years and provides a citation to the Florida Statutes Section 163.3177 for this requirement; and

WHEREAS, the citation to Florida Statutes section 163.3177 was modified and there is no two-year requirement under Florida law; and

WHEREAS, the City’s Engineer and Public Services Director shall determine under proper business practices when to review and modify the code, whether it is every month, or every few years.

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 27, entitled “Water and Sewer” of the City’s Code of Ordinances at Article IV, entitled Water and Sewer System Impact Fees” be amended to read as follows:

CHAPTER 27

WATER AND SEWERS

* * *

ARTICLE IV. WATER AND SEWER SYSTEM IMPACT FEES

Sec. 27-201. Definitions.

When used in this article, the following terms shall have the following meanings, unless the context clearly indicates otherwise:

~~*Alternative water system impact fee* means any alternative fee calculated by an applicant and approved by the city commission pursuant to this article.~~

~~*Alternative water system impact fee study* means a study prepared by an applicant or owner and submitted to the city pursuant to this article.~~

~~*Alternative sewer system impact fee* means any alternative fee calculated by an applicant and approved by the city commission pursuant to this article.~~

~~*Alternative sewer system impact fee study* means a study prepared by an applicant or owner and submitted to the city pursuant this article.~~

Applicant means the person who applies for a building permit.

Building means any structure, either temporary or permanent, built for the support, shelter or enclosure of persons or property of any kind, or any other improvement or structure which creates or increases the potential demand on the water system, sewer system or both, operated by the city. This term shall include any trailer, mobile home, or any vehicle serving the function of a building in any manner. This term shall not include a temporary construction shed or trailer erected to assist in construction and maintained during the term of a building permit.

Building permit means an official document or certificate issued by the city authorizing the construction of any building or structure. For purposes of this article, the term "building permit" shall also include any tie-down permit for a structure or building, such as a mobile home, that does not otherwise require a building permit in order to be constructed.

Comprehensive plan means the city's comprehensive plan.

Development means the carrying out of any building activity or the making of any material change in the use or appearance of any structure or land, which results in an additional impact or demand on the regional water system or sewer system or both. This shall also include existing structures that are connected to interim water or sewer systems or both which are subsequently connected to the regional water or sewer systems or both. All development shall be subjected to the payment of impact fees under this article or its predecessor in function, upon the first occurrence of any of the following:

- (1) Whenever any existing building or structure, which has not previously paid reserve capacity charges or impact fees under this article or its predecessor in function, connects to the regional water system; or
- (2) Whenever any existing building or structure or applicable improvement which is connected to an interim water system is connected, either directly or indirectly, to the regional water system; or
- (3) Whenever any person applies for a building permit to construct a building within the service area of the city's regional water system, the regional sewer system or both, even though the subject land may receive interim water service, interim sewer service or both from a source other than the city; or
- (4) Whenever a person applies for a building permit to alter an existing building, structure or applicable improvement already connected to the regional water system, where such alteration increases the potential demand on the regional water system.

Dwelling Unit (D.U.) means a room or group of rooms designed, used exclusively or occupied as separate living quarters by a single family.

Encumbered means monies committed by contract or purchase order in a manner that obligates the city to expend the encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property interests by a vendor, supplier, contractor or owner.

Equivalent residential unit (ERU) means the standard unit used to calculate demand upon water or wastewater system capacity. When calculating the water system impact fee, one (1) ERU unit shall represent one thousand (1,000) gallons per month (GPM) of water demand. When calculating the sewer system impact fee, one (1) ERU unit shall represent one thousand (1,000) gallons per month (GPM) of wastewater demand.

Impact fee means the fee imposed by the city pursuant to this article. The term "impact fee" shall be synonymous with the term "reserve capacity charge," "connection fee," "reserve capacity fee" or similar terms as used in this or prior laws relating to the subject matter addressed by this article. The term "impact fee" shall apply to water system impact fees, sewer system impact fees or both, as applicable.

Impact fee study means the study entitled "Water and Sewer Impact Fee Study" prepared by Public Utility Management and Planning Services, Inc., dated August 18, 2006, including the

assumptions, conclusions, and findings set forth in the study, which are based on the most recent and localized data collected within the city.

Mobile home means a manufactured home, trailer, camper or recreational vehicles. For the purpose of imposing impact fees a travel trailer lot or space shall be classified as a mobile home.

Owner means the person holding legal title to the real property for which impact fees are paid.

Person means an individual, a corporation, a partnership, an incorporated association, trust or any other entity.

Public services director means the person appointed by the city manager to supervise the administration, operations and acquisitions of the regional water system, the regional sewer system or both or the designee of such person.

Regional water system means the water utility system directly or indirectly connected to treatment facilities operated by the city. The regional water system shall include the treatment, pumping, land, raw water and appurtenant infrastructure, and those pipelines designated as being transmission in nature, generally regarded to be twelve (12) inches and larger in diameter. Regional water system infrastructure, which is infrastructure for which impact fees may be spent, encumbered or both, shall specifically exclude subdivision infrastructure.

Regional sewer system means the wastewater or sewer utility system directly or indirectly connected to treatment facilities operated by the city. The regional sewer system shall include any treatment facilities and pumping facilities installed by the city to serve more than an individual development or subdivision, land appurtenant infrastructure, and those interceptor, collector and pressure pipelines designated as being transmission in nature, generally regarded to be twelve (12) inches and larger in diameter. Regional sewer system infrastructure, which is infrastructure for which impact fees may be spent, encumbered or both, shall specifically exclude subdivision infrastructure.

Subdivision infrastructure means the water and sewer infrastructure that provides service directly to a building. Such infrastructure is typically installed by a developer for a new subdivision or development or by the city, often through assessments. Infrastructure that would be deemed to be "subdivision infrastructure" includes such water distribution and sewer collection facilities that, for the purpose of this definition, include, by way of example and not limitation, required, needed or appurtenant valves, fire hydrants, meters, service lines, clean-outs, pressurized pipelines less than twelve (12) inches in diameter, gravity lines, pump stations, force mains and interconnecting transmission facilities typically installed and dedicated by a developer or other private party or similar improvements installed as a result of the creation of a municipal assessment, service tax or benefit unit or similar specially funded project in a defined area determined to need the installation, retrofit, or connection to a central water and central sewer system meeting city standards. For the city, subdivision infrastructure will generally include gravity collector sewer lines less than fifteen (15) inches in diameter, pressure sewer lines less than eight (8) inches in diameter, and water distribution pipelines less than twelve (12) inches in diameter and related appurtenant facilities.

Sec. 27-208. ~~Alternative fee calculation.~~ Reserved.

~~(a) In the event an applicant or owner believes that the impact to the regional water system, the regional sewer system or both, necessitated by the owner's development justifies a fee that is less than the fee established in this article, such applicant or owner may submit a calculation~~

~~of an alternative water system, sewer system (or both) impact fee to the office of the city manager pursuant to the provisions of this section.~~

- ~~(b) In the case of new construction, any right to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall be deemed to have been waived and expired, and such calculation shall not be considered by the city commission, if not properly and timely made prior to the issuance of a building permit.~~
- ~~(c) In the case of existing buildings, structures or applicable improvements which are required to connect to the regional water system, regional sewer system or both, any right to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall be deemed to have been waived and expired, and such calculation shall not be considered by the city commission, if within thirty (30) calendar days from the effective date of service of a "notice of impact fee statement" under this article, the owner does not notify the office of the city manager in writing of the owner's intention to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both such calculations. Any owner who, under such circumstances, properly notifies the office of the city manager of an intention to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall submit the applicable calculation within one hundred twenty (120) days of service of a "notice of impact fee statement" under this article, or any right to submit an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both shall be deemed to have been waived and expired and such calculation shall not be considered by the city commission.~~
- ~~(d) Upon timely submission of an alternative water system impact fee calculation, alternative sewer system impact fee calculation or both, the basis for it and receipt of the alternative water system impact fee calculation, alternative sewer system impact fee calculation or both, the city manager shall schedule a hearing before the city commission at a regularly scheduled meeting or a special meeting called for the purpose of reviewing the alternative water system impact fee calculation, the alternative sewer system impact fee calculation or both and shall provide the petitioner written notice of the time and place of the hearing. Such hearing shall be held within thirty (30) days of the date the alternative water system impact fee calculation, alternative sewer system impact fee calculation or both were submitted.~~
- ~~(e) The alternative water system impact fee calculation, the alternative sewer system impact fee calculation or both shall be based on data, information or assumptions contained in this article, the master plans referenced in this article, as amended from time to time, or an alternative water system impact fee study, an alternative sewer system impact fee study or both based upon an independent source. Any such independent source must include a local study supported by data adequate for the conclusions contained in such study, performed according to a generally accepted methodology and based upon generally accepted standard sources of information relating to facilities planning, cost analysis and demographics. The independent source must provide competent substantial evidence that the alternative water system impact fee, alternative sewer system impact fee or both represent an equitable pro rata share of the cost of capital improvements and additions to the regional water system, regional sewer system or both necessitated by the subject development.~~

- ~~(f) If during a prior alternative fee calculation process an acceptable alternative water system impact fee study, alternative sewer system impact fee study or both substantially consistent with the criteria required by this article have been accepted by the city commission, and if any such study is determined by the city commission to be then current and applicable, the impact of such previously approved development shall be presumed to be as described in the prior study. In such circumstances, an alternative water system impact fee, the alternative sewer system impact fee or both shall be established reflecting the impact described in the prior study. There shall be a rebuttable presumption that such an impact study based upon an independent source conducted and accepted by the city commission more than two (2) years earlier is invalid.~~
- ~~(g) If the city commission determines that the data, information and assumptions utilized by the applicant to calculate the alternative water system impact fee, the alternative sewer system impact fee or both complies with the requirements of this article and that the alternative water system impact fee, the alternative sewer system impact fee or both were calculated by the use of a generally accepted methodology, then the alternative water system impact fee, the alternative sewer system impact fee or both shall be paid in lieu of the fee set forth in this article.~~
- ~~(h) If the city commission determines that the data, information and assumptions utilized by the applicant to calculate the alternative water system impact fee, the alternative sewer system impact fee or both do not comply with the requirements of this article or that the alternative water system impact fee, the alternative sewer system impact fee or both were not calculated by the use of a generally accepted methodology, then the city shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative water system impact fee, the alternative sewer system impact fee or both and the reason or reasons for the rejection.~~
- ~~(i) At the sole discretion of the city commission, the alternative impact fee review hearing may be adjourned or continued for up to sixty (60) days to cause further study or scrutiny of any proposed alternative water system impact fee, alternative sewer system impact fee or both or study of either or both of them by either city staff or outside consultants. The final decision of the city commission shall be in writing and issued within twenty (20) calendar days of the review hearing.~~
- ~~(j) Any applicant or owner who or which has submitted a proposed alternative water system impact fee, alternative sewer system impact fee or both pursuant to this article and desires the immediate issuance of a building permit shall pay the required fees prior to or at the time of submittal of the proposed alternative fees. Such payment shall be deemed paid under "protest" and shall not be construed as a waiver of any right of review. Any difference between the amount paid and the amount due, as determined by the city commission, shall be refunded to the applicant or owner or paid to the city, as applicable.~~

* * *

Sec. 27-211. ~~Alternative e~~ Collection method.

In the event the impact fees are not paid prior to the issuance of a building permit or otherwise within ninety (90) days of the subject lands becoming characterized as development, the city shall proceed to collect the impact fees as follows:

- (a) The city shall serve, by certified mail, return receipt requested, a notice of impact fee statement upon the owner at the address appearing on the most recent records maintained by the Broward County Property Appraiser's Office. If the building is under construction, the city shall also serve, by certified mail, return receipt requested, a notice of impact fee statement upon the applicant at the address set forth in the application for building permit and make a diligent effort to also attach a copy of the notice of impact fee statement to the building permit posted at the applicable construction site. Service shall be deemed effective on the date the return receipt indicates the notice was received by either the applicant or the owner, or if the building is under construction, the date the notice was attached to the building permit, whichever occurs first. The notice of impact fee statement shall contain a reasonably identifiable legal description of the property and shall advise the applicant and owner:
 - (1) Of the amount due and the general purpose for which the impact fee was imposed;
 - ~~(2) That a hearing pursuant to this article may be requested within thirty (30) calendar days from the effective date of service of the notice of impact fee statement, by making application to the office of the city manager;~~
 - ~~(23) In the case of existing buildings, structures or applicable improvements which are required to connect to the regional water system, the regional sewer system or both, the owner may notify the office of the city manager of an intention to submit an alternative water impact fee calculation, alternative sewer impact fee calculation or both pursuant to this article within thirty (30) calendar days from the effective date of service of the notice of impact fee statement and thereafter provide an alternative water impact fee calculation, alternative sewer impact fee calculation or both within one hundred and twenty (120) calendar days from the effective date of service of the notice of impact fee statement.~~
 - ~~(34) The impact fee shall be delinquent if not paid and received by the city within thirty (30) calendar days of the effective date of service of the notice of impact fee statement if a hearing is not requested pursuant to this article.~~
 - ~~(45) Upon becoming delinquent, the impact fee shall be subject to the imposition of interest at the highest rate allowed by law on the unpaid amount until paid.~~
 - ~~(56) In the event any system impact fees become delinquent, a notice of claim of lien against the property will be recorded by the city in the official records of Broward County.~~
- (b) Impact fees shall be delinquent if, within thirty (30) calendar days from the effective date of service of the notice of impact fee statement, no impact fees have been paid or received by the city, ~~or if the owner has not properly complied with the provisions of this article, or if a review hearing has not been timely requested pursuant to this article.~~ In the event a hearing is requested pursuant to this article, the unpaid impact fees shall

~~become delinquent if not paid within thirty (30) days from the date the city commission determines the amount of impact fees due upon the conclusion of such a hearing. All time periods contained within this article shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of receipt of the notice of impact fee statement or the date of the city commission's decision in the event of an appeal.~~ In the event the due date falls on a Sunday or legal holiday, the last due date prior to becoming delinquent shall be the next business day. Upon becoming delinquent, the impact fees shall bear interest as provided above on a calendar day basis, until paid.

- (c) Should the impact fee become delinquent as set forth above, the city shall serve, by certified mail, return receipt requested, a notice of lien upon the applicant, if the building is under construction at the address indicated in the application for the building permit, and upon the delinquent owner, as the case may be, notifying either or both of them, as applicable that failure to pay the impact fees caused the city to file the notice of claim of lien.
- (d) Upon mailing a notice of claim of lien, the city manager shall file the notice of claim of lien in the official records of Broward County. The notice of claim of lien shall contain the owner's name, the legal description of the property, the amount of the delinquent impact fees and the date of their imposition. Thereafter, without further direction of the city commission, the city attorney shall proceed to collect, foreclose or otherwise enforce the lien pursuant to the provisions of this article.
- (e) The city manager shall file a notice of satisfaction of claim of lien in the official records of Broward County upon receipt of full payment of a delinquent impact fee, interest due, and any recording expenses. The notice of satisfaction of claim of lien shall reflect the appropriate recording information shown on the previously recorded notice of lien.
- (f) After expiration of one (1) year from the date of recording of the notice of claim of lien as provided above, a suit may be filed to foreclose the lien. Such foreclosure proceedings shall be instituted, conducted and enforced in conformity with the procedures for the foreclosure of unpaid municipal fees.
- (g) The lien for delinquent impact fees shall be superior and paramount to the interest on such parcel or property of any owner, lessee, tenant, mortgagee or other person except the lien of city taxes and shall be on a parity with the lien of any such city taxes until paid as provided in this article.
- (h) The collection and enforcement procedures set forth in this article shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinances or administrative rules in the Florida Administrative Code. Failure of the city to follow the procedure set forth in this article shall not constitute a waiver of its rights to proceed under any ordinance or administrative regulations of the city or administrative rules of the Florida Administrative Code or any applicable law of the State of Florida.

* * *

Sec. 27-213 - 27-225. Reserved. ~~Review hearings.~~

- (a) ~~An applicant or owner who is required to pay an impact fee pursuant to this article, shall have the right to request a review hearing.~~

- ~~(b) Such hearing shall be limited to the review of the application of the impact fee to the applicant or owner.~~
- ~~(c) Except as otherwise provided in this article, such hearing shall be requested by the applicant or owner within thirty (30) days, including Sundays and legal holidays, of the date of first receipt of the following, whichever is applicable:
 - ~~(1) Receipt of a notice of impact fee statement.~~
 - ~~(2) The denial of an impact fee exemption or authorization for reimbursement.~~~~

~~Failure to request a hearing within the time provided shall be deemed a waiver of such right.~~

- ~~(d) The request for hearing shall be filed with the office of the city manager and shall contain the following:
 - ~~(1) The name and address of the applicant and owner;~~
 - ~~(2) The legal description of the property in question;~~
 - ~~(3) If issued, the date of the building permit;~~
 - ~~(4) A brief description of the nature of the improvements on the property or the connection being undertaken pursuant to a building permit;~~
 - ~~(5) If paid, the date the impact fee was paid; and,~~
 - ~~(6) A statement of the reasons why the applicant or owner is requesting the hearing.~~~~
- ~~(e) Upon receipt of such request, the city manager shall schedule a hearing before the city commission at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the applicant or owner with written notice of the time and place of the hearing. The hearing shall be held within thirty (30) days of the date the request for hearing was filed.~~
- ~~(f) Such hearing shall be before the city commission and shall be conducted in a manner designed to obtain all information and evidence relevant to the request for the hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence.~~
- ~~(g) Any applicant or owner who requests a hearing pursuant to these provisions and desires the immediate issuance of a building permit shall pay prior to or at the time the request for hearing is filed the applicable impact fee pursuant to this article. Such payment shall be deemed paid under "protest" and shall not be construed as a waiver of any review rights.~~
- ~~(h) If the city commission determines that the data, information and assumptions utilized by the applicant to calculate the alternative water system impact fee, the alternative sewer system impact fee or both do not comply with the requirements of this article or is otherwise not equitable or that the alternative water system impact fee, the alternative sewer system impact fee or both were not calculated by the use of a generally accepted methodology, then the city shall provide to the applicant by certified mail, return receipt requested, written notification of the rejection of the alternative water system impact fee, the alternative sewer system impact fee or both and the reason or reasons for noncompliance.~~

- (i) ~~At the sole discretion of the city commission, the alternative impact fee review hearing may be adjourned or continued for up to sixty (60) days to cause further study or scrutiny of any proposed alternative water system impact fee, alternative sewer system impact fee or both or study of either or both of them by either city staff or outside consultants. The final decision of the city commission shall be in writing and issued within twenty (20) calendar days of the review hearing.~~

Sec. 27-214. Review requirements.

~~This article and the master plans shall be reviewed by the city commission every two (2) years in connection with the city's compliance with its comprehensive plan as required by F.S. § 163.3177 and those plans identified in this article. The biannual review shall consider new estimates of population per household, costs related to the acquisition of land, buildings, capital plant and equipment necessitated by growth and adjustments to the assumptions, conclusions and findings set forth in the master plans adopted by this article. The purpose of this review is to ensure that the impact fees do not exceed the reasonably anticipated costs associated with the improvements necessary to offset the demand generated by new construction or use of the regional water system, the regional sewer system or both. In the event the review alters or changes the assumptions, conclusions, and findings of the master plans adopted by reference in this article, revises or changes the regional water system, the regional sewer system or both or alters or changes the amount of impact fees, the master plans adopted by reference in this article shall be amended and updated to reflect new and demonstrable assumptions, conclusions and findings and shall be amended to adopt by reference such updated studies.~~

* * *

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 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 and codified by Municode. 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 5. That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 5. 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 January 14, 2025.

PASSED AND ADOPTED on second reading on _____, 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

	Yes	No
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Commissioner Lori Lewellen	_____	_____
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Commissioner Luis Rimoli	_____	_____
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Commissioner Archibald J. Ryan IV	_____	_____
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Vice Mayor Marco Salvino	_____	_____
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Mayor Joyce L. Davis	_____	_____
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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: 1/28/2025

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: Approval of a Call to Artist “Creative Visions” to generate a public art-based ideas to reimagine Dania Beach’s public spaces working with the City’s Public Art Advisory Board to implement the City’s Public Art Plan.

Request:

Approval of a Call to Artist “Creative Vision” to generate a public art-based ideas to reimagine Dania Beach’s public spaces.

Background:

The City of Dania Beach is seeking South Florida-based artists (Broward, Miami-Dade, Palm Beach) to propose innovative public art concepts for the City. The Public Art Advisory Board (PAAB) seeks fresh ideas from South Florida-based artist and creatives, with a focus on temporary interactive, and technologically enhanced projects that may incorporate performance, and storytelling. While permanent installations may be considered, the emphasis is on dynamic, short-term, artistic expressions.

National artists are welcomed to apply if there is a partnership or team with a South Florida artist. Artists are encouraged to partner with Dania Beach and/or South Florida businesses or non-profit organizations.

Selected artists will be asked to develop more detailed proposals for potential implementation and will be paid a stipend of \$250.00.

Artists will be encouraged to utilize accessible outdoor public spaces and Dania Beach’s natural environment. Such locations may include public parks, gateways to the City, City Hall and outdoor spaces, Dania Beach neighborhoods and business locations.

On October 21, 2024, the Public Art Advisory Board recommended in favor of the Call to Artist “Creative Vision”.

Budgetary Impact

All future public art projects will be appropriated from the Public Art Fund, with approval by the City Commission on a project-by-project basis.

Recommendation

Community Development and the PAAB recommends the City Commission approve the Call to Artist “Creative Vision”.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ISSUE A CALL TO ARTISTS “CREATIVE VISION” IN ORDER TO ESTABLISH A LIST OF PREQUALIFIED ARTISTS AND PROPOSED ART CONCEPTS FOR A PUBLIC ART PROJECT WHICH IS PROPOSED TO BE AN INNOVATIVE PUBLIC ART CONCEPT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at the October 12, 2024, Public Art Advisory Board (PAAB) Meeting, the Board unanimously recommended that the City Commission issue a Call to Artists “Creative Vision” to obtain artist qualifications and art concepts so that the City may ultimately install a innovative public art concept in the city; and

WHEREAS, the City is seeking South Florida-based artists (Broward, Miami-Dade, Palm Beach) to propose innovative, public art concepts for the city; and

WHEREAS, the PAAB seeks fresh ideas from South Florida-based artists and creatives with a focus in temporary interactive, and technologically enhances projects, the emphasis is on dynamic, short-term, artistic expression; and

WHEREAS, the selected artists will be asked to develop more detailed proposal for potential implementation and will be paid a stipend of Two Hundred Fifty Dollars (\$250.00).

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, made a part of and incorporated into this Resolution by this reference.

Section 2. That the Call to Artists “Creative Vision: Dania Beach Public Art Initiative” Request for Qualifications and Art Concept is attached as Exhibit “A” and incorporated and made a part of this Resolution by this reference.

Section 3. The selected artists will be paid a stipend of \$250.00 for the proposal.

Section 4. The funding for this project shall be appropriated in the City Public Art Fund, within the Professional Services Account, Account No. 115-05-01-515-31-10.

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

Section 6. That this Resolution shall be effective 10 days after passage.
adoption.

PASSED AND ADOPTED on, _____ 2025.

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

CALL TO ARTISTS:

Creative Visions:
Dania Beach Public Art Initiative



**Community Development
Department**

Introduction:

Creative Visions: Dania Beach Public Art Initiative invites South Florida-based artists (Broward, Miami-Dade, Palm Beach) to propose innovative public art concepts for the City of Dania Beach. The Public Art Advisory Board (PAAB) seeks fresh ideas from South Florida-based artists and creatives, with a focus on temporary, interactive, and technologically enhanced projects that may incorporate performance and storytelling. While permanent installations may be considered, the emphasis is on dynamic, short-term artistic expressions.

Please note: National artists are welcome to apply if there is a partnership or team with a South Florida artist. Artists are also encouraged to partner with Dania Beach and/or South Florida businesses or non-profit organizations.

Objectives:

1. Transform Dania Beach into a canvas for public creativity, enhancing the city's art program and broadening the scope of public art.
2. Foster artist-led community engagement, possibly addressing social and environmental and/or other topics through creative means, and/or narrating the city's story through diverse media.
3. Facilitate collaborations between artists and various sectors including city administration, community organizations, businesses, educational institutions, and industries.
4. Generate ideas to reimagine Dania Beach's public spaces.

We welcome applications from a wide range of creative professionals - including but not limited to professional public artists, mosaicists, filmmakers, writers, musicians, painters, photographers, and poets. Eligibility is limited to Florida residents with at least three years of professional public art experience. Student and emerging artists are encouraged to participate as part of a team with an established artist or educational sponsor.

Selected artists will be asked to develop more detailed proposals for potential implementation and will be paid a stipend of \$250.00.

Key Considerations:

- Utilize accessible outdoor public spaces and Dania Beach's natural environment. Suggested locations include:
 - Dania Beach public parks
 - Dania Beach gateways to the city
 - City Hall and outdoor spaces
 - Dania Pointe and other Dania Beach business locations
 - Dania Beach neighborhoods (especially those that may not typically experience artistic or creative activities)
- Prioritize community engagement, visitor appeal, and meaningful messaging
- Clearly define project duration, installation logistics, and timing of performances (if applicable)

Submittal Process and Timeline

- Submittal window: February 1, 2025 – March 28, 2025
- Concepts will be reviewed at the April 2025 PAAB Meeting.
- Up to 5 artist concepts will be chosen for proposal development.
- Stipend will be provided to the artists developing the proposals.
- Timeline:
 - Application Deadline: March 28, 2025
 - Finalists selected and notified: April 28, 2025
 - Full proposal development due (if required): May 30, 2025
 - Artwork installation: based on artist proposal

Eligibility:

- Eligibility is limited to artists who live or work in South Florida.
- Candidates must possess valid work authorization in the United States.
- The minimum age requirement for applicants is 18 years.
- A minimum of three years of public art professional design experience is required.
- Applicants should showcase a portfolio demonstrating their design expertise and quality work.
- Please review all insurance requirements

Budget Tiers:

There are four budget tiers to consider as part of this call. Please indicate your budget tier in your proposal. If your project exceeds the tiered budgets, please provide detailed explanation of the benefits to the City of Dania Beach and considerations for review of a larger budget.

Tier 1: Under \$10,000

Tier 2: \$10,001 - \$20,000

Tier 3: \$20,001 - \$30,000

Tier 4: \$30,001 - \$50,000

Artist Submittal Information:

Please submit the following for consideration.

Project Statement and Description:

- A statement (500 words or less) outlining the artwork installation concept or a short (2 min or less) video describing the project.
- Please indicate if your project is site specific or if it can be a flexible location.
- Please define the requirements of the location (power, protection for weather, etc).
- Please describe the community engagement aspect of your proposal in detail.

Resume/Biography:

- A 1-page resume or bio
- 3-4 images of previous work and date of creation. (ideally, last 5 years), This may include videos for performers or video artists

- Simple Estimated Budget with Tier (estimated budgets should be inclusive of all expenses including design, fabrication, installation, insurance, travel, taxes and fees.

Please note City of Dania Beach Insurance Requirements.

If any questions, artists may schedule a brief consultation before applying. Please email Ibel Larios, Ibel ilarios@daniabeachfl.gov.

Attached to this Call to Artists is the insurance requirements of the City.

Prohibition Against Considering Social, Political or Ideological Interests in Government

Contracting Respondent/Artists are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Respondent/Artist's social, political, or ideological interests when determining if they are a responsible Respondent/Artist. Respondents/Artists are further notified that the City's governing body may not give preference to a Respondent/Artist based on the Respondent/Artist's social, political, or ideological interests.

The City's solicitation protest procedure applies to this solicitation and is incorporated by this reference. Review it here: [Solicitation Protest Procedure](#)

Cone of Silence

Cone of Silence: Definitions: "Cone of Silence," as used in this Call to Artists, means a prohibition on any communication, between:

- a potential vendor, service provider, Respondent/Artist, lobbyist, or consultant, and
- a City Commission member, City's professional staff including, but not limited to, the City Manager and her staff, or any member of the **City's Selection Committee/Public Art Advisory Board**.

Restriction; Notice: A **Cone of Silence shall be imposed upon this Call to Artists upon its advertisement**. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and to the Public Art Advisory Board and this shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the Public Art Advisory Board, through the City Manager, makes a written recommendation of final award to the City Commission. However, if the City Commission refers the Public Art Advisory Board and the City Manager's recommendation back to the Public Art Advisory Board and to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Public Art Advisory Board and City Manager¹ makes a subsequent written recommendation.

¹ The City's Code provides that the Public Art Board is to make recommendations to the City Commission. As the staff liaison works for the City Manager, and as the City Manager is in charge of the agenda, and in reconciling the City's procurement code with the City's Code as to the Board, the Board and Manager will work together on issuing the recommendation to the City Commission, of the Board's Art recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-submission conferences;
- b. Oral presentations before the Selection Committee/Public Art Board;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the solicitation. The Respondent/Artist shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the solicitation between a potential vendor, service provider, Respondent/Artist, lobbyist or consultant and the City's Procurement Administrator or City employee designated as responsible for administering the procurement process for the Call to Artists, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and her staff;
- g. Duly noticed site visits to determine the competency of a Respondent/Artist regarding the solicitation during the time period between the opening of Bids and the time the Public Art Board and City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Respondent/Artist, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager, Public Art Board staff liaison, and her staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Respondent/Artist shall render any solicitation award or contract to the Respondent/Artist voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this solicitation, 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.

Insurance

The Artist shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by the City Manager. Certificates of Insurance for any required insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or coverage is cancelled or restricted.

PLEASE NOTE: FAILURE TO COMPLY WITH INSURANCE SHALL RESULT IN TERMINATION OF AGREEMENT AND RETURN OF ALL CITY FUNDS FOR FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS, INCLUDING BUT NOT LIMITED TO WORKERS' COMPENSATION AND AUTOMOBILE INSURANCE.

II. Commercial General Liability Limits of Liability (Minimum)

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

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

- “The City of Dania Beach, Florida” added as named “Additional Insured”

III. Business Automobile Liability

A. Limits of Liability (Minimum)

- Bodily Injury and Property Damage
- Combined Single Limit \$300,000
- Any Auto/Owned Autos or Scheduled Autos
- Including Hired and Non- Owned Autos
- Any One Accident

IV. Workers' Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory – State of Florida

B. Employers Liability Limits:

- \$100,000 for bodily injury caused by an accident, each accident
- \$100,000 for bodily injury caused by disease, each employee
- \$500,000 for bodily injury caused by disease, policy limit

Confirmation of exemption to the laws of the State of Florida or Exemption Form is required for businesses exempt from obtaining Worker's Compensation coverage.

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

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

Insurance Carrier Requirements: The Company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent.

All policies or certificates of insurance are subject to review and verification by Risk Management. Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above.

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

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



City of Dania Beach Finance Memorandum

DATE: 1/28/2025

TO: Mayor and Commissioners

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

VIA: Frank L. DiPaolo, Chief Financial Officer

SUBJECT: A Resolution of the City Commission amending the City Commission Community Grant Policy and Discretionary Funds Use Policy providing for enhanced transparency and accountability

Request:

The City Administration requests approval of a Resolution amending the City Commission Community Grant Policy and Discretionary Funds Use Policy providing for enhanced transparency and accountability.

Background:

On March 8, 2022, the City Commission approved Resolution No. 2022-041 adopting a Community Grant Policy and Discretionary Funds Use Policy. Upon direction of the City Commission on December 10, 2024, the City Administration proposes the following changes to the policies which provide for increased transparency and accountability:

The changes proposed are as follows:

Community Grants: the policy is very comprehensive and provides the entire process and structure by which organizations apply for grants and how they are reviewed/awarded by the City. Only one significant change proposed:

- Added a maximum annual funding amount of \$7,500 per fiscal year / per funding cycle for each organization.
- Added a statement indicating that all community grants provided through the program shall comply with City policies and best practices regarding the transparency and accountability over the expenditure of public funds.
- Added that organizations must be able to sufficiently demonstrate compliance with all applicable non-profit and corporate filing requirements and that failure to remain compliant will result in exclusion from City grants and funding opportunities.

Discretionary Funds: this policy follows all requirements of the Community Grants, and we propose the following updates to ensure transparency and accountability:

- Added a statement indicating that all uses of discretionary funds shall comply with City policies and best practices regarding the transparency and accountability over the expenditure of public funds.
- Added that the approval process now requires placement on a City Commission agenda with applicable supporting documentation, and sponsored by the Mayor, Vice-Mayor, or a Commissioner.
- Created a request form and it is included as Appendix I to the Resolution.
- Added that Requests must be submitted at least thirty (30) days before the meeting date for proper administrative review/vetting.
- Added that organizations must be able to sufficiently demonstrate compliance with all applicable non-profit and corporate filing requirements and that failure to remain compliant will result in exclusion from City grants and funding opportunities.
- Added an eligible use for initiatives directly paid by the City, such as special events and associated expenditures, repairs/enhancements to public facilities, and other gestures of goodwill.
- Added a section requiring a “Final Report” whereby recipients must demonstrate how the funding was spent and the benefit to the community, including disqualification from future awards if the report is not submitted (or sufficient).

The City Administration recommends that the Policy be amended to provide for placement of all uses of Discretionary Funds on the City Commission Meeting Agenda, through the use of a Request Form, and to include the appropriate supporting information for review by the City Administration.

This recommended change will allow for advance review of items by both staff and the elected officials, providing for a more transparent and proactive request process.

Budgetary Impact

None.

Recommendation

Approve the Resolution amending the City Commission Community Grant Policy and Discretionary Funds Use Policy.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY COMMISSION “COMMUNITY GRANT POLICY” AND “DISCRETIONARY FUNDS USE POLICY”; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On March 8, 2022, the City Commission approved Resolution No. 2022-041 adopting a Community Grant Policy and Discretionary Funds Use Policy (the “Policies”); and

WHEREAS, the City Administration recommends amendment to the Policies to increase accountability and providing for placement on City Commission meeting agendas for approval prior to the obligation of funds.

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 pursuant to this Resolution, the City Commission adopts amendments to the Community Grant Policy and Discretionary Fund Use Policy, copies of which Policies are attached as Exhibit “A” and Exhibit “B”, respectively, and are made a part of and incorporated into this Resolution by this reference.

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

Section 4. That this Resolution shall be effective 10 days after passage.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Archibald J. Ryan IV _____

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

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

EXHIBIT A

City of Dania Beach Community Grant Program Policy and Guidelines

PURPOSE

Many programs and services are provided through the efforts of local non-profit organizations to enhance the life experience of City residents, complementing, and often supplementing programs beyond the City's capability. Establishing the Dania Beach Community Grant Program (DBCGP) demonstrates the City Commission's commitment to working with these local non-profit organizations that provide beneficial programs and services to the community.

These guidelines serve to ensure that programs and events supported by grant awards are aligned with the City's strategic planning goals adopted in 2021, as follows:

- *Financially sound and responsible City, providing services valued by the community*
- *Investment in upgrading City infrastructure and facilities*
- *Your hometown in Broward County – A vibrant and sustainable community*
- *Opportunities for leisure and cultural experiences*

All community grants provided through this program shall comply with City policies and best practices regarding the transparency and accountability over the expenditure of public funds.

FUNDING PROCESS

Each year, the City Commission will establish the total amount of available funding for the DBCGP during the budget process, with guidance and input from the City Manager and Finance Director. This amount will drive the not-to-exceed individual award amount and total number of awards, which will be noticed on the City's website once the application cycle has begun.

MAXIMUM AWARD AMOUNT

Each organization may receive a maximum annual grant amount of \$7,500 per fiscal year / funding cycle.

APPLICATION CYCLE

The application cycle for the program begins on October 1 each year. Completed applications are due by November 30 or as otherwise outlined in the public notice published on the City's website. Awards will be announced by early February.

ELIGIBILITY

The City of Dania Beach may, at the discretion of the City Commission, provide direct monetary grants, donations, or contributions to local non-profit organizations who demonstrate their eligibility based on the following criteria:

- Initiate or deliver programs and services to the residents of Dania Beach; or
- Provide events of local significance, which could be expected to bring economic, public relations, or social benefit to the City, including promoting environmental awareness, educational excellence, expansion of the arts, or scientific research; or
- Provide programs and services to address any urgent and pressing events and natural disasters (i.e. public health crisis, tropical weather events)

Grants may be provided to eligible applicants for:

- General operating and capital expenses including administrative costs and program-related expenses
- Activities/functions generally occurring within City boundaries
- Programs/activities/functions addressing a community need, responding to an underserved demand, or contributing to the positive image of the City

Ineligible Organizations

The DBCGP will not support and considers ineligible the following:

- Non-profit organizations without a tax-exempt status
- For-profit organizations
- Private foundations
- Organizations or programs designed to influence legislation or elect candidates to public office
- Faith-based organizations that intend to use funding to promote a particular religious faith, creed or doctrine
- Community or event advertising
- Student trips or exchange programs

All organizations must be able to sufficiently demonstrate compliance with all applicable non-profit and corporate filing requirements. Failure to remain compliant will result in exclusion from City grants and funding opportunities.

Disallowed Expenditures

The following is a list of disallowed expenditures which is not intended to be all-inclusive. The City may, at its sole discretion, determine that an expenditure is not valid at any time during the application, award, and/or expenditure cycle.

- On a retroactive basis for events that have already occurred
- To support programs or services which are operated under the authority of another level or unit of government
- Donations to general charitable causes that have no observable benefit to the City or its residents
- For debt retirement
- To an applicant that has an overdue amount owing to the City
- Cell phones, smartphones, and similar electronic devices, including service costs to support such devices

- Proposal preparation
- Pre-award costs
- Entertainment (i.e. disc jockey, band, performers for social events)
- Out-of-state travel; non-local travel expenses
- Gift cards
- Purchase/lease of facilities and/or vehicles (e.g., buildings, buses, vans)
- Land acquisition
- Furniture
- Honorariums for presenters/speakers
- Kitchen appliances (e.g., refrigerators, microwaves, stoves, tabletop burners)
- Any expenditures not aligned with the City's adopted strategic plan and/or the core purpose and intentions of the Community Grants Program

Restrictions

- Organizations can only submit one funding application per year
- If the programs or services proposed in the organization's application are not commenced or not completed within the current fiscal year and there remain City's funds on hand, or are completed without requiring the full use of the City's funds, the balance of the contributed funds must be returned to the City
- The granting of assistance in any year is not to be considered a commitment to providing grant funding assistance in a future year
- Funding is provided only for the sole purpose for which it was awarded within the current fiscal year

APPLICATION PROCESS

The requirements listed below will be used as conditions when screening the applications to indicate whether the application is completed in full. Each organization applying is required to provide:

- Completed application executed by President/CEO/Chairperson
- Detailed itemized budget for current budget year
- Copy of IRS letter or certificate verifying tax exempt status
- Copies of IRS filings/returns for last three years (if applicable)
- Proof of active corporate registration status (Sunbiz.org)
- Current copy of IRS Form W-9
- List of Board of Directors
- Articles of Incorporation
- A statement of the organization's goals and objectives and how the specific funding request is aligned with the City's adopted strategic plan
- A description of how the organization intends to measure the success of the program or service if the funding request is approved
- Demonstrated need for financial assistance
- If organizations are requesting grant funding for a specific event/project, they must provide a budget for the event/project
- That adequate funding for the programs or services is not available from other sources

Additional documents that may be required during the application review process:

- Audited financial statement along with an audit opinion for the most recent fiscal year; **OR**
- Unaudited financial statement along with a certified statement from the organization's President/CEO/Chairperson and Treasurer.

REVIEW PROCESS

Applications that demonstrate a surplus as shown on the income statement of the event or program being hosted will not be considered. Staff will review the remaining applications using the requirements as conditions when screening each application to distinguish whether the application meets the requirements and should be considered for funding. Staff will only bring forward applications that meet the minimum requirements stated in the policy.

A report summarizing the eligible submissions will be submitted by staff to the City Manager for review and placement on a City Commission meeting agenda. Applicants will be advised of the scheduled meeting date at which their application will be considered.

Grant recipients will be required to acknowledge the support of the City of Dania Beach in all advertising, publicity, programs, and signage for which funds are granted. The recipient may not represent the City as a partner or hold the City responsible for any obligations relating to the grant initiative. Additionally, the City shall not be held liable for claims against a recipient in connection with a program, project, initiative, or event funded by a City grant award.

If at any time, it is determined that an applicant knowingly provided false information (whether material in nature) in an attempt to obtain a City financial contribution, the applicant will be permanently disqualified from the program.

PROGRAM REQUIREMENTS & MONITORING

Upon award notification and prior to disbursement of award, recipients must execute a binding Agreement that outlines the grant conditions between the City and recipient. Additional information may be required at the City's discretion, based on the usage of funds.

Recipients will be required to maintain detailed documentation of all grant expenditures. Failure to comply with this requirement may result in disqualification from future grant cycles.

All expenditures must be completed by September 30th. If the expenditure of funds is delayed due beyond unforeseen circumstances, the recipient must make a request in writing to the City Manager to extend past the expenditure deadline for the particular award cycle.

FINAL REPORT

Recipients must submit a Final Report to the City Manager's office by October 15th. The report will indicate the amount of funds received, use of the funds, and any other information or images that show the direct benefit to the community. Failure to submit a Final Report may result in disqualification from future grant cycles.

EFFECTIVE DATE

This policy shall become effective upon adoption by the City Commission.

EXHIBIT B

City of Dania Beach City Commission Discretionary Funds Use Policy

PURPOSE

In fiscal year 2021-22, the City Commission established, through the annual budget process, Discretionary Funds accounts for each City Commissioner, to be invested in community projects and initiatives. The purpose of this policy is to establish formal guidelines for the use of Discretionary Funds by City Commissioners.

Where not provided for in this policy, the use of Discretionary Funds must follow the terms of the Community Grants Policy and any other applicable City policies.

In no way should the use of Discretionary Funds circumvent the Community Grants Policy, whether intentional or not.

Finally, the goal of the policy is to provide the same transparency and accountability as the Community Grant Program. All expenditure of Discretionary Funds shall be aligned with the City's adopted strategic planning goals and shall comply with City policies and best practices regarding the transparency and accountability over the expenditure of public funds.

ANNUAL DISCRETIONARY FUND AMOUNT

Each year, through the annual budget process, the City Commission will establish the total amount of Discretionary Funds available and the amount per City Commissioner.

APPROVAL PROCESS

Any encumbrance or expenditure of Discretionary Funds must be formally approved by the City Commission prior to obligation. All requests must be placed on the City Commission Meeting Agenda using the Discretionary Funds Use Request Form (attached to this policy as Appendix I), which form may be amended from time to time by the City Administration. The agenda item/request must be sponsored by the Mayor, Vice-Mayor, or a Commissioner and include the appropriate supporting information for review by the City Administration.

All requests for funding must be submitted to the City Administration at least thirty (30) days prior to the City Commission meeting date, to allow for review and vetting of all information.

PROCUREMENT

The Finance Department is responsible for all procurement-related aspects to ensure satisfaction of all purchasing policy items. The use of discretionary funds shall not in any way circumvent any City policy. This includes, but is not limited to, obtaining required verbal/written quotes, vendor registrations, issuance of purchase orders, and payments.

ELIGIBLE RECIPIENTS

In most cases, eligibility is aligned with the terms of the City's Community Grants Program. The following list of eligible entities is not all-inclusive:

- Active not-for-profit organizations
- Faith-based organization that do not use funding to promote a particular religious faith, creed, or doctrine
- Schools
- After School Programs
- Community Associations

All organizations must be able to sufficiently demonstrate compliance with all applicable non-profit and corporate filing requirements. Failure to remain compliant will result in exclusion from City grants and funding opportunities.

ELIGIBLE USES OF DISCRETIONARY FUNDS

In most cases, eligibility is aligned with the terms of the City's Community Grants Program. The following list of eligible uses of discretionary funds is not all-inclusive:

- General operating and capital expenses including administrative costs and program-related expenses
- Activities/functions generally occurring within City boundaries
- Programs/activities/functions addressing a community need, responding to an underserved demand, or contributing to the positive image of the City
- Initiatives directly paid by the City, including but not limited to, special events and associated expenditures, repairs/enhancements to public facilities, and other gestures of goodwill.

PROGRAM RESTRICTIONS

Funding may be allocated to an organization only once in a particular fiscal year.

The award of Discretionary Funds in a fiscal year is not to be considered a commitment to providing funding in a future year.

An organization may only receive either a Community Grant or Discretionary Funds in a particular fiscal year, but not from both programs in the same year.

FINAL REPORT

Recipients must submit a Final Report to the City Manager's office following the expenditure of funds / completion of program. The report will indicate the amount of funds received, use of the funds, and any other information or images that show the direct benefit to the community. Failure to submit a Final Report, or if has been determined that funds were not properly spent, will result in disqualification from future grant cycles.

EFFECTIVE DATE

This policy shall become effective upon adoption by the City Commission.

APPENDIX I



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

City of Dania Beach City Commission Discretionary Funds Use Request Form

Recipient: _____ Request Date: _____ Agenda Date: _____

Request Sponsor: _____ Request Amount: _____

Brief description of Recipient's mission/commitment to the City of Dania Beach:

Description of how the funds will be used/deliverables:

Submitted by: _____ Date of submission: _____

Reviewed by:

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST