



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, FEBRUARY 25, 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)

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

1. Request for Proclamation Approval:

- Retroactive Approval - Mount Zion AME 116th Anniversary (2/23) - Proclamation - *Sponsored by Mayor Davis*
- Women's History Month - March 2025 - *Sponsored by Mayor Davis*
- American Red Cross Month - March 2025 - for March 3, 2025 - *Sponsored by Mayor Davis*
- Irish American Heritage Month - March 2025 - *Sponsored by Commissioner Ryan*

2. Annual Broward County Waterway Clean Up: Waiver of Fees - *Parks and Recreation*

3. Congresswoman Debbie Wasserman-Shultz Women's History Month Event - March 15, 2025 - Fee Waiver for I.T. Parker Center Rental - *Parks and Recreation*

4. City Manager Presentation to CFO Frank DiPaolo

4. PROCLAMATIONS

1. Irish American Heritage Month - March 2025 - *Sponsored by Commissioner Ryan*

5. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney
3. City Clerk - Reminders:
 - March 11, 2025 CRA Board Meeting - 5:30 p.m.
 - March 11, 2025 City Commission Meeting - 7:00 p.m.
 - March 31, 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: None.
2. Travel Requests: None.
3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE AMENDED PARKS AND RECREATION SCHEDULE OF FEES AND CHARGES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks and Recreation)*

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING AUTHORIZATION TO PURCHASE QUICKLIME FROM LHOIST NORTH AMERICA OF ALABAMA, LLC UTILIZING THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT BID NO.23-36B AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE, AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED CHEMICAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

5. 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 UNDER THE CITY OF FORT LAUDERDALE CONTRACT ITB NO. 12525-312, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SODIUM HYPOCHLORITE WITH ALLIED UNIVERSAL, CORP., VALID THROUGH AUGUST 31, 2025, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

6. RESOLUTION NO.2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING DESIGN ENGINEERING AND PRO-JECT MANAGEMENT SERVICES FROM KIMLEY HORN AND ASSOCI-ATES, INC.

FOR DESIGN AND PERMITTING WORK FOR THE OCEAN PARK IN ORDER TO PROVIDE ADDITIONAL PARKING SPACES FOR PUBLIC PARK USE; IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$167,820.00) AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REJECT HOUSE BILL 301, RELATING TO LAWSUITS AGAINST LOCAL GOVERNMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Lewellen)*

8. Retroactive Approval for Sponsorship Funds for the Dan Marino Foundation Autism Acceptance Family Sunday Event - *Sponsored by Mayor Davis*

9. BIDS AND REQUESTS FOR PROPOSALS: None.

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE “MVL PLAT” (DR-037-24) SUBMITTED BY THE OWNER, BANYAN BAY MARINE CENTER, LLC, FOR A PROPERTY LOCATED AT 4491 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, 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, APPROVING THE “BANYAN BAY SITE PLAN” (SP-036-24) SUBMITTED BY THE OWNER, BANYAN BAY MARINE CENTER, LLC, FOR A PROPERTY LOCATED AT 4491 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

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, TO AMEND CHAPTER 16, ENTITLED “VACATION RENTALS”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACATION RENTALS, DEFINING VACATION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY’S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney/Community Development)*

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED “WATER AND SEWER”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II, “WATER USE AND WATER SHORTAGE REGULATIONS” TO AMEND THE TITLE TO “WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Rimoli/City Attorney)*

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 ENTER INTO AN AGREEMENT FOR A PUBLIC ART INSTALLATION LOCATED AT C.W. THOMAS PARK WITH FADUCII, LLC FOR THE AMOUNT OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) WHICH EXCEEDS THE ANNUAL VENDOR TOTAL THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00);

PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

2. CGI Digital Banner Program - *Sponsored by Mayor Davis*
3. Approval of September City Commission Meeting Dates - *City Clerk*

14. APPOINTMENTS: None.

15. COMMISSION COMMENTS

16. ADJOURNMENT



City of Dania Beach Parks & Recreation Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Speical Event Application Fee Waive Request: MIASF Annual Broward County Waterways Clean-up

Request:

The MIASF is requesting the waiver of the special event application fee of \$150.

Background:

MIASF submitted special event application for their Annual Broward County Waterway Clean Up and was approved by the commission on January 14, 2025. The fee has been waived in previous years for the MIASF so they would like the same accommodation this year. Also, would like to place a banner for promotion of event leading up to the event.

Budgetary Impact

Request for Waiver of Fee: \$150

Recommendation

N/A



CITY OF DANIA BEACH SPECIAL EVENT APPLICATION

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

PART I: EVENT REQUEST

Event Name: 48th Annual Broward County Waterway Cleanup

Type of Event: Minor Event
Major Event -

less than 500 people, single day event, no road closures
more than 500 people, consecutive multi-day event, road closures
(major event requires Commission approval)

Wedding

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

Is your event located on the beach? Yes X No

Location: Dania Beach Pier / Marina; Harbour Towne Marina

Expected maximum attendance 150 Expected sustained attendance 100

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

If yes, please list the past dates, locations and attendance Dania Beach Pier/Marina,

Harbour Towne Marina, March 2nd 2024 (47th Annual) and prior, 150

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

Annual waterway Cleanup removing trash and debris from Broward County waterways through grassroots efforts and city partnerships.

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>March 1st</u>	<u>Saturday</u>	<u>7:30</u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 1:	<u>March 1st</u>	<u>Saturday</u>	<u>9:00</u> AM/PM	<u>1:00</u> AM/PM	<u>150</u>
EVENT DAY 2:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
EVENT DAY 3:	<u> </u>	<u> </u>	<u> </u> AM/PM	<u> </u> AM/PM	<u> </u>
BREAKDOWN:	<u>March 1st</u>	<u>Saturday</u>	<u>1:00</u> AM/PM	<u>1:45</u> AM/PM	<u> </u>

PART II: APPLICANT

Marine Industries

Organization Name Association of South Florida **Name of Authorized Signatory** Phil Purcell
 For-Profit Non-Profit Private (as registered in Sunbiz)

Address: 221 SW 3rd Avenue **City, State, Zip:** Fort Lauderdale, FL 33312

Date of registration: 19 67 **State registered in:** FL **Federal ID #** 59-117 2985

Email Address: Phil@MIASF.org **Phone:** 954-524-2733

Event Coordinator Name Sabrina Nguyen **Phone:** 954-524-2733
Membership and
Title: Events Coordinator **Phone:** _____ **Cell:** 239-919-6391

Email address: Sabrina@MIASF.org **Fax:** _____

Additional Contact Name Lori Wheeler **Will you be on site?** _____ Yes X No
Title: Vice President **Phone:** _____ **Cell:** 561-239-2870

Email address: Lori@MIASF.org **Fax:** _____

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

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

Contact Name: N/A **Title:** N/A

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

Email address: — **Fax:** —

PART III: EVENT INFORMATION

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

Admission/Registration _____ Yes X No **If yes, how much? \$** N/A

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

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

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

Amusement Ride _____ Yes X No

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

What type of rides are you planning? N/A

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

Electricity _____ Yes ☒ No Generator _____ Yes ☒ No Amount of Kilowatts _____
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.):
N/A

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

N/A

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

Stages may require permits.

Days and times music will be played:

How close is the event to the nearest residence?

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

Parking Impact Yes X No If yes, lot location(s)? Requesting Free Parking for Volunteers

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

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

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

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

Sanitation & Waste

Will the event encourage Recycling and Sustainability? X Yes No

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

Company Name Provided by Dania Beach Contact Phone

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

Security/Police Yes X No

Name N/A Phone N/A

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

Security Company N/A Contact Phone

Tents or Canopies Yes X No

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

Quantity and size of each? 1 canopy at each site smaller than 10x10

Company Name N/A Contact Phone

A detailed Site Plan showing the locations and size of each canopy or tent is required. A permit and final inspection is required if there are multiple canopies, if they are going to be used for cooking or if there are tents with walls. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for filed testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. Participating vendors must be separated by a minimum of 3 feet regardless with usage of a tent or a canopy classification.

Toilets Yes X No

All toilets must be removed within 24 hours. Portable Toilets are regulated by Broward County. Please contact the Environmental Manager at (954) 412-7334.

Transportation Plan Yes X No

Any events larger than \$5,000 people must have an approved Transportation Plan.

PART IV: SECURITY AND EMERGENCY SERVICES

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

Your Event may require Security and Emergency Services which will be determined using this application, your Site Plan and Narrative. MOT, transportation plan and any additional information requested during your Special Events meeting. The hourly rate and costs for services will be quoted on the "Cost Estimate" worksheet developed at the meeting and provided to the organizer. The cost may change after the meeting.

POLICE

Your event may require security services based on expected attendance and other risk factors such as alcohol, time, day, location, event type of weather. Depending on your event, it may be possible to supplement some of the Police services with a private third-party security company if their security plan is approved by the BSO Police Department. If you want to use a private security company, their proposed security plan must be presented along with their business license and contact information with this event application. The Police will review the plan and inform you if it meets City requirements.

BSO DETAIL REQUIREMENT

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

BSO EMS DETAIL REQUIREMENT

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

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

The cost for EMS Detail is as follows:

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

FIRE WATCH REQUIREMENT

A fire watch may be imposed depending on the type of event, number of persons present and/or hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail and/or fire inspector:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (4 hour minimum). Personnel costs for apparatus and personnel are listed below: (4 hour minimum).

The cost of apparatus is as follows:

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

The City of Dania Beach requires application completion 14 days in advance for the detail services. Should the amount of time required for the fire watch detail exceed that agreed up before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the fire watch. The Event sponsor will be responsible to pay the actual service price incurred.

Payment for Details can be made as follows:

Payment in person:

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

Payment by mail:

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

Payment online:

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

Please visit:

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

***FEES APPLY FOR ONLINE PAYMENTS**

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

PART V: APPLICANT ACCEPTANCE

The information I have provided on this application is true and complete to the best of my knowledge. If I have not submitted my application with the necessary plans, within the deadline and according to the rules outlined in the Special Events Ordinance, it may be denied.

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

I understand that the City of Dania Beach sponsored activities have precedence over the event requested above and I will be notified if any conflicts arise.

I understand that the BSO Police Department will determine all security requirements and that the BSO Fire Rescue will determine all fire and Emergency Medical Services requirements.

I understand that any cancellations for City scheduled services must be made by phone to each department representative at least 24 hours before the scheduled event time or the organizer will be liable for any associated fees.

I understand that the City has a noise ordinance that my event must follow. I agree to abide by all provisions of the noise control ordinance and understand that my failure to do so may result in a civil citation, a physical arrest, or the shutting down of the event. If at any time during the event it is determined by law enforcement personnel, code enforcement personnel, parks and recreation personnel, or any other City representative that the entertainment or music is causing a noise disturbance, I will be directed to lower the volume to an acceptable level as determined by City staff. If a second noise disturbance arises during the event, I may be directed to shut down the music or entertainment for the remainder of the event.

PART VI: SUBMISSION

Email application and plans to: dbspecialevents@daniabeachfl.gov

Site Plan must include the following with application:

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

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

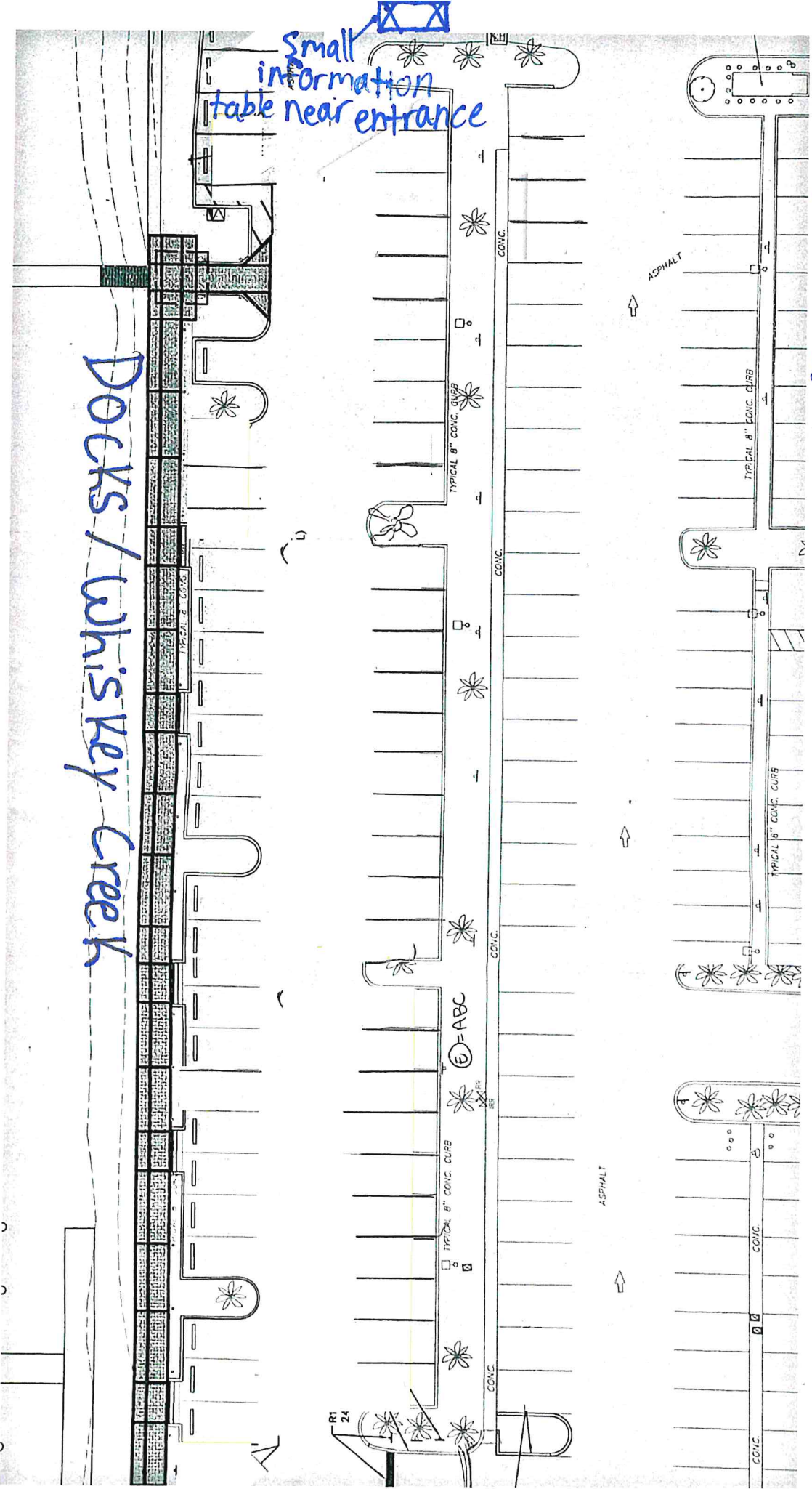


Event Coordinator Signature

12/4/24

Date

Beach/Pier ↑



DOCKS / Whiskey Creek

Small information table near entrance



Invoice

Print Date: 2/20/2025 12:44 PM

Create Date: 2/20/2025 7:39 AM

Invoice Date

2/20/2025

City of Dania Beach, FL

100 W Dania Beach BLVD

Dania Beach, FL 33004

Invoice Number

0014276

Invoice Status

OPEN

Payer: Deborah Wasserman-Schultz

270 Cannon House Office Building

Washington, DC 20004

Due Date:

2/20/2025

Balance Due:

\$950.00

<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 3/15/2025 9:00 AM to 3/15/2025 1:00 PM						

Sub Total 950.00

Sales Tax 0.00

Total 950.00

Less Amount Paid 0.00

Balance Due \$950.00



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: February 25, 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

As I write this report, Mayor Davis, Commissioner Rimoli and I are prepared for 8 meetings on Wednesday, February 19th, in Tallahassee. More details to come. See attached the official document that is presented along with our funding request application.

Per our communication with FAU officials, they have approved our request for valet parking that we will be providing as options for parking for Lucky Fish and Quarterdeck. We can also explore activating this benefit for City special events at the Ocean Park Campus. This has truly been a relay race approach for this partnership with FAU. Kudos to our City Attorney Eve Boutsis for taking us through the finish line with the parking contract and the new amendments.

We are ready for next Tuesday's ribbon cutting at the Nyberg Swanson and will move swiftly to commence the process to renovate the Woman's Club. I look forward to discussing with you a future park at this location. My preliminary vision to discuss and/ or workshop with you would be "Pioneer Park", honoring the historic structures on this beautiful site as well as our City pioneers.

The question being asked is who will occupy the Nyberg Swanson House? This decision is up to the City Commission. Short term while we renovate the Women's Club House, these individuals will need temporary space. Additionally, the Historic Society will have to vacate the Deputy City Attorney's office as soon as possible, which is currently being used for storage. Will the house be used for offices, but also perhaps a museum? We can expand the Arts and Entertainment District to Arts, Entertainment and Cultural Districts or Historic District.

The new bathrooms for Ocean Park are in the design phase. The milling and paving project on the south end of our Ocean Park will be completed by the end of this month.

The City team is currently involved in multiple drainage projects across the city, aiming to address challenges associated with flooding, infrastructure, and environmental preservation, extending from the beach to the western region of the city. Improved drainage systems play a crucial role in creating a cleaner, safer, and more enjoyable living environment. They help mitigate the risks linked

to flooded streets and in public areas. Below are some of the ongoing projects that are vital for protecting public health and improving the overall quality of life in our community.

SE Drainage Project – The project's Phase I construction is proceeding slightly ahead of schedule. Drilling for all 12 injection wells was completed during the third week of February, with the installation of the deep underground structures to follow. The design for Phase II will be completed by the end of February and will be followed by the bid process in March. Construction on this final phase is expected to begin in June.

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 has been made and submitted. Construction commenced on February 10th and is expected to be substantially completed by mid-April.

SW 52nd Street Drainage Project – The project is at substantial completion with the road restoration expected to be completed by the third week in February.

SW 34th Court Drainage Project - Construction work will begin in June 2025, with completion to take roughly six months.

Ocean Park Restrooms – These new, fully updated restrooms on the north end of Ocean Park will replace the restrooms adjacent to the east side of the beach. The former restroom facility will be converted to much needed and larger storage space for the beach maintenance operation. The permit granting process involves an environmental component, and FDEP will be providing technical information on the specification requirements. Bidding and start of construction expected in the first quarter of 2026, design is 30% complete and will proceed upon granting of the permit.



LEGISLATIVE PRIORITIES

FUNDING INITIATIVE REQUEST



Mayor
JOYCE L. DAVIS



Vice Mayor
MARCO SALVINO, SR.



Commissioner
LORI LEWELLEN



Commissioner
LUIS RIMOLI



Commissioner
A. J. RYAN IV



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- STORMWATER SYSTEM UPGRADE - NW 2ND STREET
- WATER MAIN REPLACEMENT IN ARTS & ENTERTAINMENT DISTRICT
- DANIA COVE PARK - WATERFRONT PARK ENHANCEMENT

STORMWATER SYSTEM UPGRADE - NW 2ND STREET, DANIA BEACH

The City of Dania Beach is undertaking a critical stormwater infrastructure upgrade to replace an aging drainage system and modify an outfall on NW 2nd Street. Identified as a flood-prone area in the City's Stormwater Master Plan, this project will enhance stormwater flow, reduce flood risks, and improve water quality—ensuring long-term resilience for residents and businesses.

The project includes:

- Stormwater System Replacement: Upgrading outdated drainage infrastructure to improve capacity and efficiency.
- Outfall Modification: Enhancing stormwater discharge to reduce environmental impact and comply with regulatory standards.

Project Benefits:

- Enhanced Stormwater Management: Reduces flooding risks and improves drainage during heavy rainfall.
- Water Quality Improvement: Modernized infrastructure minimizes pollutants in stormwater runoff.
- Economic Growth Support: Strengthened infrastructure attracts investment and supports future development.
- Environmental & Disaster Resilience: Reduces stormwater impact, ensures sustainability, and enhances emergency preparedness.

TO PROACTIVELY ADDRESS THE IMPACTS OF FLOODING IN DANIA BEACH, INCLUDING MORE SEVERE STORMS AND RISING SEA LEVELS, THE CITY IS REQUESTING \$835,000 IN FUNDING TO SUPPORT PHASE II OF THE SOUTHEAST DRAINAGE PROJECT. THIS IS A 50% FUNDING MATCH TOWARDS THE ESTIMATED \$1,670,000 TOTAL PROJECT COST, WITH THE CITY CONTRIBUTING AN EQUAL AMOUNT. THE PROJECT WILL ENHANCE THE STORMWATER SYSTEM IN THE SOUTHEAST RESIDENTIAL NEIGHBORHOOD, ADDRESSING LONG-TERM DRAINAGE NEEDS AND REDUCING FLOODING RISKS DURING HEAVY RAINFALL.

REQUEST - \$835K

WATER MAIN REPLACEMENT - ARTS & ENTERTAINMENT DISTRICT

The City of Dania Beach is upgrading critical water infrastructure to support the revitalization of the Arts & Entertainment District. This project will replace two aging, undersized water mains to improve service reliability, increase water pressure, and reduce service disruptions—ensuring sustainable growth in this key district.

Project Scope:

- Segment 1: SW 1st Avenue & Stirling Road
- Segment 2: NW 3rd Street between NW 1st Avenue & Federal Highway

Project Benefits:

- Enhanced Service Reliability: Replaces outdated infrastructure, reducing maintenance costs and emergency repairs.
- Improved Water Pressure & Efficiency: Ensures stable pressure for residents, businesses, and future development.
- Looped System Completion: Resolves dead-end segment at Federal Highway for better water circulation.
- Supports Economic Growth: Strengthens infrastructure to attract investment and tourism in the district.
- Disaster Preparedness & Resilience: Enhances emergency response capacity.

TO SUPPORT THE REVITALIZATION AND GROWTH OF THE ARTS/ ENTERTAINMENT, AND DOWNTOWN DISTRICT, THE CITY IS REQUESTING \$350,000 IN FUNDING TO REPLACE TWO AGING WATER MAINS. THIS FUNDING IS A 50% MATCH TOWARDS THE ESTIMATED \$700,000 PROJECT COST, WITH THE CITY CONTRIBUTING AN EQUAL AMOUNT. THE REPLACEMENT WILL ENHANCE WATER SERVICE RELIABILITY AND SUPPORT INFRASTRUCTURE IMPROVEMENTS FOR THE DISTRICT'S CONTINUED ECONOMIC DEVELOPMENT.

REQUEST - \$350K

DANIA COVE PARK WATERFRONT PARK ENHANCEMENT

The City of Dania Beach is seeking funding to enhance Dania Cove Park, a waterfront park located along the Dania Cut-off Canal on an archaeologically significant site. The park's design integrates waterfront elements, a scenic mangrove cove, fishing docks, picnic pavilions, and an exercise path, offering recreational and educational opportunities for the community.

Project Scope:

- Tot Lot Playground: Addition of a small playground to enhance the park's family-friendly amenities.
- Renovations: Minor updates to the existing pavilions and fishing docks to improve usability and aesthetics.

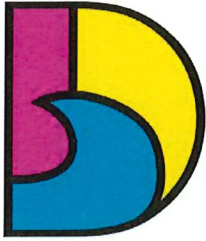
Project Benefits:

- Preservation of Natural Environment: Utilizes native plantings, eliminating the need for permanent irrigation, and supports biodiversity with butterfly-attracting species.
- Educational Opportunities: Highlights the park's natural habitat, including the remnant Oak Hammock.
- Recreational Improvements: Expands the park's amenities to cater to families and visitors with the addition of a playground.

REQUEST - \$112.5K

TO IMPROVE RECREATIONAL OPPORTUNITIES AT DANIA COVE PARK, THE CITY IS REQUESTING \$112,500 IN FUNDING TO ADD A TOT LOT PLAYGROUND AND RENOVATE EXISTING PAVILIONS AND FISHING DOCKS. THIS ENHANCEMENT WILL CONTRIBUTE TO THE PARK'S CONTINUED DEVELOPMENT ON A SITE OF HISTORICAL SIGNIFICANCE, AND THE CITY IS COMMITTED TO MAINTAINING THE NATURAL ENVIRONMENT WHILE PROVIDING VALUABLE AMENITIES FOR THE COMMUNITY.





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CITY OF DANIA BEACH COMMUNITY DEVELOPMENT DEPARTMENT MEMORANDUM

DATE: February 25, 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 – January 2025 – Community Development Department

The following is a summary of Community Development Department activity during the month of January 2025.

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. was approved on January 28, 2025 by the City Commission.

Resiliency – RFP: Community Development published an RFP on January 7, 2025 seeking a consultant who will work with City staff, regional agencies and other experts to develop a City wide Resiliency Plan.

Public Art 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 was approved on January 28, 2025 by the City Commission.

Building Division:

The Building Department reviewed and issued 205 building permits and conducted 1,237 inspections. The Department issued seven Certificates of Occupancy (three residential and four commercial) for the month of January 2025.

Planning and Zoning Division:

SP-029-24 NSU Plat: This plat request is for a new warehouse building proposed to be located east of the airport. This project is under DRC review.

Miscellaneous Zoning Activities:

The Zoning Division processed 28 new Certificates of Use applications for new businesses in the City for the month of January 2025.

The Zoning Division processed, inspected, and approved three (3) new Vacation Rental Certificates and issued five (5) renewals of existing operating Vacation Rentals for the month of January.

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 127 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 address bulk trash and nuisance issues throughout the city. This month, a total of 19 bulk notices were issued.

Staff continues to conduct inspections of the waterway in collaboration with Public Services, with a focus on work without permits, vessel violations, and blight-related issues.

We have received eleven complaints regarding violations related to noise. Please find the details outlined below:

Date	Address	Violation	Code Officer	Resolution
1/1/2025	5040 SW 27 Ave	BSO report – loud noise.	W. Damis	Received police report with anonymous complaint. Unable to take any action.
1/4/2025	300 S Fed Hwy	Music blaring from patio speakers.	A. Chavarria	Unfounded; will continue to monitor.
1/6/2025	5051 SW 29 Way	BSO report – loud noise	W. Damis	Received police report with anonymous complainant. Unable to take any action.
1/14/2025	601 E Dania Beach Bch (801 E Dania Bch Blvd)	Construction starting early	A. Westberry	Unfounded; will continue to monitor.

1/14/2025	801 E Dania Beach Blvd	Construction starting early.	A. Westberry	Unfounded; will continue to monitor.
1/14/2025	75 Gulfstream Rd (801 E Dania Bch Blvd)	Construction starting early.	A. Westberry	Unfounded; will continue to monitor.
1/21/2025	4424 SW 50 St	Dog barking in the evenings.	R. Ali	Unfounded at this time. Spoke w/resident and advised how to proceed if dog barks again.
1/27/2025	801 E Dania Bch Blvd	Construction starting early.	A. Westberry	Issued warning notice – complied 1/28/25. (Obtained an early morning start permit).
1/30/2025	801 E Dania Bch Blvd	Construction starting early.	A. Westberry	Unfounded – property has early morning start permit.
1/30/2025	801 E Dania Bch Blvd	Construction starting early.	A. Westberry	Unfounded – property has early morning start permit.
1/31/2025	2404 SW 58 Mnr	Neighbors blasting music and police doing nothing.	W. Damis	Unfounded; will continue to monitor.

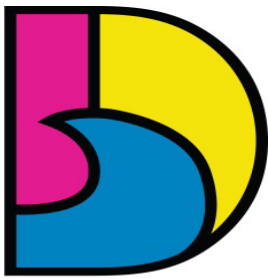
We have received six complaints regarding violations associated with vacation rentals. Please find the details outlined below:

Date	Address	Violation	Code Officer	Resolution
1/2/2025	402 SE 5 St	Trash recycling receptacle overflowing	A. Westberry	Unfounded; will continue to monitor.
1/7/2025	402 SE 5 St	Trash receptacles are not removed from ROW after pickup.	A. Westberry	Unfounded; will continue to monitor.
1/17/2025	37 SE 8 St	Running three separate airbnb's from home.	A. Westberry	Unfounded; will continue to monitor.

1/21/2025	60 SW 15 St	Throwing underage party with about 50-100 minors.	A. Chavarria	Unfounded; will continue to monitor.
1/21/2025	4406 SW 37 Ave	Renting for less than five days.	R. Ali	Cited as a recurring violation. Case will go before March 20, 2025, Special Magistrate.
1/30/2025	4406 SW 37 Ave	Renting for four days.	R. Ali	Already cited as a recurring violation. Case will go before March 20, 2025, Special Magistrate.

Beach Ranger and Parking Division:

- Beach Rangers patrol downtown City Center and all active construction sites for any parking and noise violations.
- Staff reported four 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. 776 violations were observed and addressed.
- Beach Rangers are monitoring the marina for any unauthorized activity and any maintenance concerns.
- Beach Rangers monitor the beach lot for capacity on weekends and holidays. Staff 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: February 18, 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 last month's Human Resources and Risk Management activities.

Posted (18)

- Deputy Director Finance
- Transit Coordinator
- Recreation Leader
- Recreation Assistant
- Coordinator II, Parks & Recreation Admin.
- Lifeguard On-Call (2)
- Lifeguard PT (3)
- CIP and Grant Administrator
- Summer Camp Supervisor (2)
- Summer Camp Counselor (5)

Interview/Offer Process (5)

- Officer, Code Compliance
- Maintenance Worker II
- Park Ranger (PT)
- Recreation Assistant On-Call
- Office Manager - Finance

Background Process (9)

- Technician, Utility Customer Service
- Assistant City Attorney
- Service Worker II (2)
- Equipment Operator I (BEAM)
- Beach Lifeguard On-Call (4)

Recent Hires/Status Changes (3)

- Technician, Utility Customer Services
- Deputy Director Public Services
- Facilities Maintenance Technician

Over the past month, our recruitment efforts have been in full swing, with 32 open positions currently being processed across various stages of the recruitment process. We have been leveraging a comprehensive mix of advertising channels to ensure maximum exposure and are receiving a substantial number of applications. Our team remains dedicated to identifying and selecting highly qualified candidates who align with our organizational standards and embody our core RISE principles. This ongoing focus ensures that we continue to attract the best talent for our vacancies, driving both organizational growth and excellence.

Training and Development

We have renewed our Microsoft Training License for 2025 and will continue offering all team members the opportunity to enhance their computer skills. Team members can access a variety of modules across programs such as Word, Excel, and PowerPoint, tailored to different skill levels. This year, we are extending access to the training license to our part-time and on-call employees.

On Thursday, February 20, we will conduct our second-quarter New Hire Onboarding session. Additionally, we will host a “90-day call-back/check-in” session for team members who participated in our previous onboarding in October 2024. With retention as a key strategy and the competitive talent market in mind, we remain committed to continuously improving the benefits and overall experience for our team members throughout their employment with the City.

On Thursday, February 27, we will host our Third Senior Management Leadership Retreat, led by Dr. Brian Rosenberg and our Chief Human Resources Officer. The primary objective is continued team building within our leadership team and ensuring alignment with our RISE principles and strategic plan.

Risk Management, Wellness and Safety

Our new Risk Manager has been conducting safety inspections with the departments and each individual on the safety committee and visiting numerous City properties. To date, the Risk Manager has visited all City facilities except for the Patch and the lift stations, which he will tour soon. Also, he is reviewing all risk and safety training materials and documents and will provide and enhancements.

Compensation and Benefits

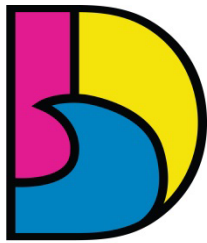
On January 31, we held our annual Wellness Fair at IT Parker and approximately 110 team members attended. All available appointments prior to the events start were filled for services biometric screenings, angiograms, acupuncture and chair massages. Team members also had an opportunity to participate in line dancing which is a fun way to exercise. The wellness fair is designed to help our team members identify potential health risks and opportunities for early intervention. The turnout for this event was fantastic!

On February 5th, we launched the Invitation Step Challenge for team members. This challenge runs through March 11th and is another opportunity to each extra money through our health plan.

Continuous Improvement Projects

We have completed a review with PayComm, a Human Resources Information Systems (HRIS) vendor and are scheduled to review Ultimate Software in the coming weeks.

We are finalizing our agreement with JDXpert to efficiently manage our job description processes and integrate with our applicant tracking system, NeoGov, and our job posting database, LaserFiche, our personnel records database.



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CITY OF DANIA BEACH PARKS AND RECREATION DEPARTMENT

MEMORANDUM

DATE: February 18, 2025

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

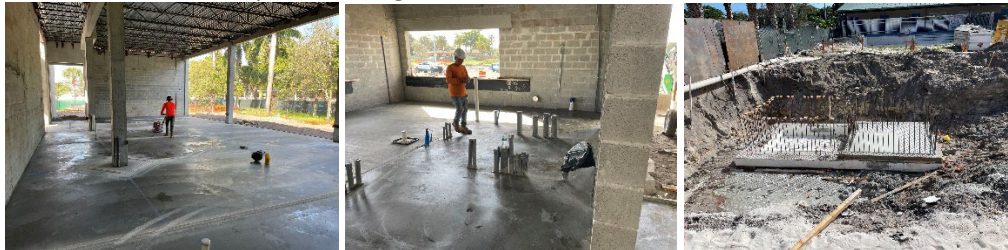
FROM: Cassi Warren, CPRP, Parks & Recreation Director

SUBJECT: Parks and Recreation Updates

Parks and Recreation Department Updates

Project updates:

- CW Thomas Park – The CW Thomas Park continues to move along quickly. With regards to the building, the contractor is in the process of completing the installation of the large beams/roof rafters. Plumbing and electrical is going in throughout the entire building. The concrete slabs are being poured this week and next week for the restrooms, warming kitchen, and administration areas. Drainage and water lines are going in around the building. Water, sewer taps, and electrical conduit will begin next month. Finally, construction on the pool has begun.



- Mullikin Park – Construction of Mullikin Park is well underway. Installation of the playground, sidewalks and picnic pavilion are nearing completion. Construction of the fitness area underway while landscaping and site grading is ongoing. We are excited for the completion of this project in April. 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 is updating the conceptual rendering of Building 3 at Olsen Middle 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 is being finalized. Once finalized by both legal teams, staff will hold an kick off meeting.

Dania After Dark – Dinner at the Hall was held on Saturday, February 8th. The sold out event was once again a huge success with new elements at the event such as permanent jewelry and

creating your own floral arrangement. Staff is now in full planning mode for the Wine and Seafood event on March 8th.

With the cooler weather during the last month, ocean rescue lifeguards found bonfires left over north of the pier having to extinguish two leftover fires from the night before. Tryouts were held on January 29th for vacant part-time and on-call positions that we hope to fill soon.

Ocean Rescue Report:

- Rescues – 1
- Medical – 0
- Law Enforcement Calls – 3
- Missing Persons – 0
- Wildlife or Domestic Rescues – 4

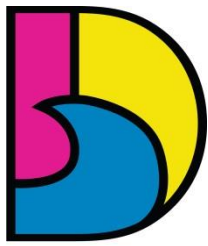
Athletic Programs (ongoing/upcoming):

- Flag Football at Frost Park
- Tarpons Soccer at Frost Park
- Basketball at Frost Park
- Adult Kickball at PJ Meli Park
- Lil Sluggers at PJ Meli Park
- Lacrosse Clinics starting 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
- Gaming Club 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

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



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CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: February 25, 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

CC: Sean Schutten, P.E., Deputy Director/City Engineer

RE: **PUBLIC SERVICES DEPARTMENT ACTIVITIES – January 28 to February 24, 2025**

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

SW 34th Court Drainage Project - It is expected that work will begin in June 2025, with completion to take roughly six months.

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 involves an environmental component, and FDEP will be providing technical information on the specification requirements. Bidding and start of construction expected in the first quarter of 2026. Design is 30 percent complete and will proceed upon granting of the permit.

Stormwater Master Plan (SWMP) – The consultant (Chen Moore and Associates) will be providing a draft plan in late February 2025. Discussions, planning and prioritization of generated projects will ensue in the coming months.

SW 52nd Street Drainage Project – The project is at substantial completion with the road restoration expected to be completed by the third week in February.

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 commenced on February 10 and is expected to be substantially complete by mid-April.



Date: February 25, 2025

Nyberg Swanson House Refurbishing Project – The project is complete, resulting in a beautiful and historically restored house both on the interior and exterior. A ribbon cutting is scheduled for February 25th.

SE Drainage Project – The project's Phase I construction is proceeding slightly ahead of schedule. Drilling for all 12 injection wells was completed during the third week of February, with the installation of the deep underground structures to follow. The design for Phase II will be completed was completed in mid-February, and will 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 grant acceptance letter approved by FDOT and the City is coordinating a kick meeting in March to move forward with Phase 2A and 2B design schedules.

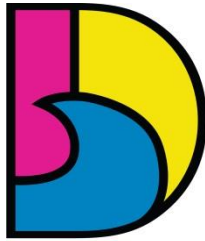


CITY OF DANIA BEACH MARKETING AND COMMUNICATIONS DIVISION MEMORANDUM

DATE: February 18, 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 mid-January to Mid- February 2025:

- **Media Relations & Event Coverage:** Attended and photographed the Dania After Dark Dinner at the Hall event. Managed the marketing, advertising, and graphics for the event.
- **Marketing Materials & Graphics:** Created logo and branding guidelines for the Mayor on the Move program. Designed marketing materials for the Nyberg-Swanson Grand Reopening. Created promotional materials for several recreational activities, including flyers for Spring Camp and the Junior Flea Market and various sports programs. Developed graphics for the "Call to Artists" initiative, and designed options for the non-profit support sign.
- **Videos:** Pre-production of new Mayor on the Move, Dinner at the Hall PSAs and finalized the Taste of Dania Beach recap video.
- **Website & Project Support:** Identifying pages and documents that will be migrated to the new platform. There are close to 2,000 drafted pages that need review. Consulted on the AMI Project – Smart meters, attending meetings and providing input on marketing needs. Provided social media updates for the Ocean Park Paving Project.
- **Publications & Pamphlets:** Designed the legislative priorities pamphlet, drafting copy and art for spring edition of Pioneer, and produced the monthly eNews.
- **Consultation & Coordination:** Collaborated with various City departments and external partners to ensure marketing needs for ongoing and upcoming projects are met, including the AMI Smart Meters rollout and the Nyberg-Swanson re-opening.
- **Other:** Wrote and designed award submissions for Dania After Dark, the City's HR recruitment video, and the 120th Anniversary logo branding.
- **Analytics**
 - Email campaigns: Emails sent: 6,901; Open rate: 58%; Click rate: 3%
 - *Facebook:* Reach, 53,548; Profile impressions, 76,421; New followers, 145; Followers, 10,640; Post engagement rate, 7.1%
 - *Instagram:* Profile impressions, 31,805; Reach, 21,512; Page visits, 1.7K; New Followers, 432; Followers, 9,568; Post engagement rate, 3.95%
 - *X:* Followers 2,915; Post impressions, 503; Post engagement rate, 7.1%
 - *YouTube:* Channel views, 1.9K; Subscribers, 583
 - *LinkedIn:* Followers, 1,374; New Followers, 31; Page views, 332
 - *Everbridge:* Community subscribers: 5,459; Alert Dania Beach subscribers: 232; Dania Events subscribers: 97



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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

MEMORANDUM

DATE: February 17th, 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 – January 2025

Below are the monthly crime reports for part 1 crimes from 1/20/2025 to 2/14/2025:

	BROWARD SHERIFF'S OFFICE CITY OF DANIA BEACH MONTHLY CRIME REPORT 1/20/2025 - 2/14/2025									
Charge	201	202	203	204	205	206	207	208	240	Grand Total
AGGRAVATED ASSAULT			1							1
AGGRAVATED BATTERY	1					1				2
AGGRAVATED STALKING			1							1
AUTO THEFT		1	3			1	1	5	2	13
BURGLARY BUILDING/STRUCTURE						1		1		2
BURGLARY BUSINESS		1	2			1		1		5
BURGLARY CONVEYANCE	1	2	1	2	1	3	1		1	12
BURGLARY RESIDENCE				1			2			3
ROBBERY			1							1
SEXUAL BATTERY								1		1
THEFT									1	1
THEFT - ALL OTHER	3	2	1		3	1				10
THEFT - BICYCLE			1				1	1		3
THEFT - MOTOR VEHICLE PARTS	1	1		1	1	4		1		9
THEFT - RETAIL / SHOPLIFTING	1		1	3	1				9	15
THEFT FROM BUILDING	3				1					4
Grand Total	10	7	11	8	7	12	5	10	13	83

Monthly Crime Report

83 Incidents

- ◆ All Other Values (3)

(A) AGGRAVATED ASSAULT (1)

(B) AGGRAVATED BATTERY (2)

(S) AGGRAVATED STALKING (1)

(A) AUTO THEFT (13)

(B) BURGLARY BUSINESS (5)

(C) BURGLARY CONVEYANCE (12)

(R) BURGLARY RESIDENCE (3)

(R) ROBBERY (1)

(B) SEXUAL BATTERY (1)

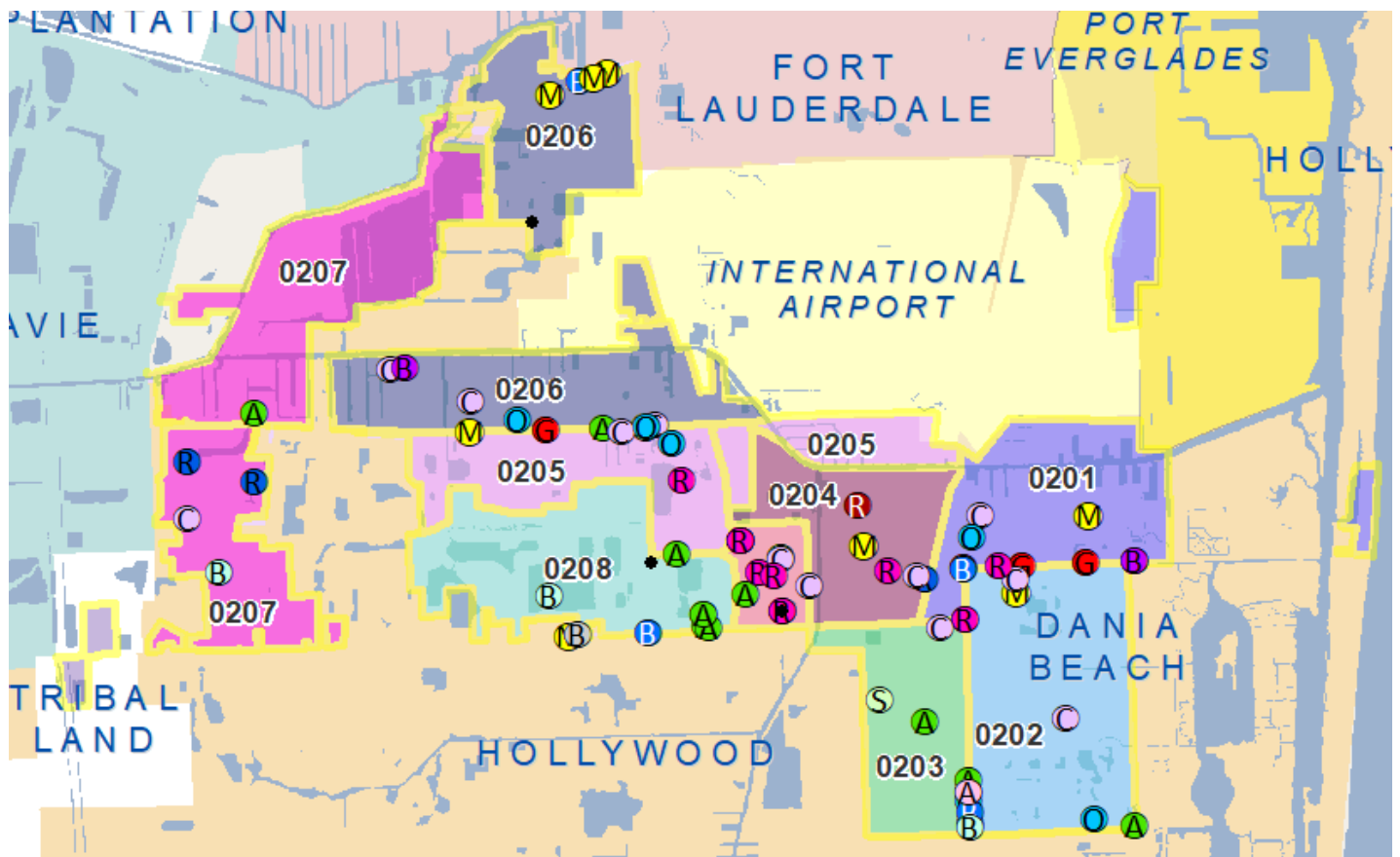
(C) THEFT - ALL OTHER (10)

(B) THEFT - BICYCLE (3)

(M) THEFT - MOTOR VEHICLE PARTS (9)

(R) THEFT - RETAIL / SHOPLIFTING (15)

(G) THEFT FROM BUILDING (4)



Notable Increases/Decreases

When compared to the previous report:

- Overall, part 1 crimes **decreased by 31%**.
- Auto thefts **increased** from 2 incidents per week, to around 3.
- Burglaries **decreased by 27%**.
- Robberies **decreased by almost 80%**
- Total thefts decreased by just **over 36%**
- Theft of motor vehicle parts decreased **by 12%**
- Retail thefts **decreased by about 43%**

Total Arrests

1/20/2025 – 2/14/2025
114

- 95 arrests made by Road Patrol
- 12 arrests made by the Crime Suppression Team
- 7 arrests made by Criminal Investigations

Notable Arrests/Initiatives

- A suspect attempted to steal the catalytic converter off the victim's vehicle. The victim confronted the suspect while neighbors called 911. Units arrived on scene and took the suspect into custody.
- A suspect that has stolen repeatedly from Sprouts was arrested and taken into custody.
- A deputy successfully identified the suspect who burglarized the Vape & Smoke Shop. The suspect was arrested and charged accordingly.
- A grocery store reported a theft of numerous lottery tickets. Later that day, the suspect cashed the winning tickets at Publix. Special agents with Florida Lottery assisted BSO and the suspect was arrested.
- The victim paid the suspect over \$12,000 to install a fence. He took the money, then refused to finish the project and ignored the victim. The suspect was charged accordingly.
- A 7-Eleven employee was charged after they embezzled \$550 from the business.
- Suspects were charged after stealing numerous pairs of shoes from Shoe Carnival and Foot Locker.

Proactive Enforcement

A search warrant was executed on a resident's home, due to an abundance of evidence that the tenant was dealing drugs to other residents in the neighborhood. The tenant was found to be in possession of 20g of fentanyl and arrested.

Detectives were also called out to assist with a fire investigation after first responders discovered numerous marijuana plants. Detectives determined that the occupant was using the room as a grow house. The occupant confessed to growing marijuana for personal purposes and 18 marijuana plants were seized.

Additionally, numerous traffic stops were conducted. Two guns, 6g of crack cocaine, 30g of cannabis, and 2g of MDMA were seized. Throughout the past seven weeks, a total of 12 arrests were made by CST detectives.

Motors/Commercial Vehicle Enforcement

- Between Dania Beach motor units and road patrol deputies, 394 warnings and citations were issued during the last four weeks.
- Units have focused enforcement efforts along Griffin Rd and 600 NW 10th St, to prevent Uber and Lyft drivers from parking/standing for extended periods of time.
- School zones near SE 5th Ave and Dania Beach Blvd continue to be regularly monitored for speeding violations.
- Speed trailers, LPR trailers, and message boards remain deployed throughout the city.

Homeless Outreach Team

- Deputies participated in Broward County's annual Point in Time census. The Homeless Outreach Team and trained surveyors engage with homeless people to gather critical data. This helps agencies allocate appropriate resources.
- Due to the recent spells of cold weather, units passed out clothing and blankets to the homeless. They also provided them with options and information about shelters.
- Deputies enhanced their skillset by attending Crisis Intervention Team and Homeless Outreach Team trainings.
- Frequent checks are being conducted at 336 E Dania Beach Blvd in response to numerous complaints of people sleeping in the parking lot overnight.
- Deputies worked diligently to locate housing for a homeless pet owner. Deputies overcame this obstacle and located temporary housing for the man and his beloved cat for two months. Deputies are continuing to search for a long-term housing solution.

- Ongoing patrols continue along SW 4 Ave, the FEC railroad tracks, city parks, and City Hall. No new encampments have been discovered.

Neighborhood Support Team (NST)

Follow-Up/Directives/Initiatives

GanShine PreSchool – February 9, 2025 –Dep Hoff and Dep Session conducted a safety presentation for approximately 20 students in regard to “Stranger Danger, Water Safety, & when to call 911”

Meetings Zoom/In Person

- **January 23, 2025** – Gracefully Aging – 11:00am
- **January 31, 2025** – Dismas Quarterly Meeting – 11:00am
- **February 12, 2025** – Search Warrant Training – 9:00am – 4:30pm
- **February 5, 2025** – Monthly C.O.P. Meeting – 5:00pm



BROWARD SHERIFF'S OFFICE
CITY OF DANIA BEACH
CALLS FOR SERVICE – 240 ZONE
1/20/2025 – 2/14/2025

THERE WERE A TOTAL OF **270** CALLS FOR SERVICE FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Calls for Service - 240 Zone		Total
03-HIT & RUN		6
04-ACCIDENT-MINOR		9
04I-ACCIDENT WITH INJURIES		2
09-STOLEN TAG		1
10-50 TRAFFIC STOP		4
10-STOLEN VEHICLE		2
13I-SUSPICIOUS INCIDENT/PACKAGE		21
13V-SUSPICIOUS VEHICLE		1
14-INFORMATION		6
18-FELONY WARRANT		2
20-MENTALLY ILL PERSON		2
21V-BREAKING & ENTERING (BURGLARY) VEHICLE/VESSEL		1
22-DISTURBANCE/NUISANCE		9
22N-DISTURBANCE-NOISE COMPLAINT		6
30-LARCENY		13
31-ASSAULT		1
35-SEXUAL ASSAULT		1
40-VANDALISM/MALICIOUS MISCHIEF		1
49A-AUDIBLE/INTRUSION ALARM		22
49H-HOLD-UP ALARM		2
51-TRESPASSING		3

53-EMBEZZLEMENT-FRAUD	2
65-SHOPLIFTER	1
66-CIVIL MATTER/CUSTODY ISSUE	7
67SZ-MEDICAL-SEIZURE	1
68-POLICE SERVICE CALL	123
73-TRAFFIC/PARKING COMPLAINT	2
74-RECALL	4
76-AOA (ASSIST OTHER AGENCY)	5
79-HARASSMENT/STALKING/THREAT	1
911 HANG UP/DROP OFF	8
TEST INCIDENT - DO NOT DISPATCH	1
Grand Total	270

THERE WERE A TOTAL OF **19** PART 1 CRIMES FOR 240 ZONE WITHIN THE LAST FOUR WEEKS.

Part 1 Crimes - 240 Zone	Total
ALL OTHER SEX OFFENSES	1
AUTO THEFT	2
BAKER/MARCHMAN ACT	1
BURGLARY CONVEYANCE	1
FRAUD - ALL OTHER	1
LEWD / LASCIVIOUS MOLESTATION	1
STOLEN PROPERTY - BUY / SELL / POSSESS	1
THEFT	1
THEFT - RETAIL / SHOPLIFTING	9
THREATS / INTIMIDATION	1
Grand Total	19

THERE WERE A TOTAL OF 38 NOISE COMPLAINTS FOR ALL ZONES WITHIN THE LAST FOUR WEEKS.

Date	Address	Zone
2/9/2025 8:28:11 PM	110 PHIPPEN-WAITERS RD	0204
1/26/2025 4:15:51 AM	113 NW 10TH CT	0204
2/3/2025 10:52:01 PM	1150 S FEDERAL HWY	0203
2/4/2025 2:14:53 AM	1150 S FEDERAL HWY	0203
1/21/2025 12:47:57 AM	120 N COMPASS WAY	0240
1/27/2025 7:43:23 PM	120 N COMPASS WAY	0240
1/31/2025 11:17:17 PM	121 N COMPASS WAY	0240
2/2/2025 2:22:53 AM	121 N COMPASS WAY	0240
2/9/2025 7:17:04 PM	121 N COMPASS WAY	0240
2/9/2025 11:05:18 PM	121 N COMPASS WAY	0240
1/31/2025 3:23:46 PM	2404 SW 58TH MNR	0208
1/28/2025 8:04:38 AM	2910 HARBOR LN	0208
2/1/2025 8:49:48 PM	30 NW 7TH AV	0204
2/14/2025 10:38:58 PM	30 NW 7TH AV	0204
1/31/2025 8:50:09 PM	321 GULFSTREAM RD	0201
1/26/2025 12:11:03 AM	341 SHERIDAN ST	0202
2/3/2025 7:26:57 PM	361 SHERIDAN ST	0202
1/26/2025 2:11:12 AM	42 SE 10TH TER	0202
1/31/2025 2:08:56 AM	4249 SW 51ST ST	0207
2/3/2025 6:06:54 PM	425 SE 11TH TER	0202
2/14/2025 9:33:37 PM	4305 STIRLING RD	0207

1/28/2025 9:19:53 PM	4421 SW 23RD AV	0206
2/10/2025 8:19:12 PM	4421 SW 23RD AV	0206
1/25/2025 5:15:06 PM	45 NW 5TH AV	0204
1/25/2025 10:53:47 PM	4916 SW 26TH AV	0205
2/4/2025 5:58:02 AM	4941 N HARBOR ISLES DR	0205
2/11/2025 11:04:22 PM	4943 N HARBOR ISLES DR	0205
1/25/2025 4:40:12 AM	5434 SW 25TH AV	0208
2/11/2025 12:07:56 AM	5434 SW 44TH TER	0207
2/10/2025 3:34:39 AM	55 SW 13TH ST	0203
2/5/2025 1:37:34 AM	600 E DANIA BEACH BLVD	0202
2/8/2025 10:54:31 PM	600 E DANIA BEACH BLVD	0202
2/11/2025 11:47:15 PM	600 E DANIA BEACH BLVD	0202
1/27/2025 4:00:20 AM	601 E DANIA BEACH BLVD	0201
1/25/2025 9:33:32 PM	701 W DANIA BEACH BLVD	0204
1/23/2025 5:40:25 AM	825 E DANIA BEACH BLVD	0201
1/23/2025 5:43:04 AM	825 E DANIA BEACH BLVD	0201
1/31/2025 4:53:10 AM	APPROX LOC:321 PHIPPEN RD	0203



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

DATE: February 18, 2025

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

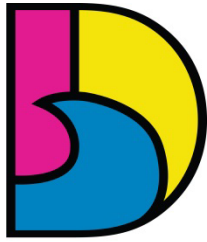
VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

FROM: Sergio Pellecer, District Fire Chief

RE: Dania Beach Memo to City Manager

Please see the requested information below concerning the January 22, 2024, through February 18, 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 02/18/2025. Project to be completed by December 31,
- Station 1 New Ceiling Tile replacement by City Team – This project is still ongoing as of 02/18/2025.
- 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. We have received additional quote for repairs needed to complete this project and we have processed all paperwork.
- Fire Safety Inspections station 1 and 17
- Broward County Integrated Preparedness Working Group meeting.
- CASS Reaccreditation preparation Fire Station 1
- Budget Preparation for BSO submitted.
- Fire Chiefs Emergency Management Subcommittee meeting – Tamarac.



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

- Fire Rescue Command Staff Meeting – Broward Public Safety Building
- Wellness Fair IT Parker
- Foam Replacement all Fire Trucks and Stations
- MSD Memorial Ceremony – Broward Public Safety Building
- Govqa Training for records requests
- Safer Grant meeting with Manager, Deputy Manager, Finance Team

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
- Hydrant Maintenance Station 1 and 17
- TNT Tool Maintenance
- Handtevy Instructor Class
- EMS focused training at Fire Station 17

Community Outreach –

- Olsen Middle School meeting with Principal and Life Safety Educator
- Car Seat installation for Citizen at Fire Station 1 by LSE David Walker
- Vintage Motorcycle Show
- Bi-Annual Fire Drills – City Hall and Public Works
- Fire Truck show and tell Gan Shine Pre School with Life Safety Educator
- Fire Truck show and tell The Nurtury Preschool with Life Safety Educator
- Public Education Nautical Ventures – Fire Safety Class with Life Safety Educator

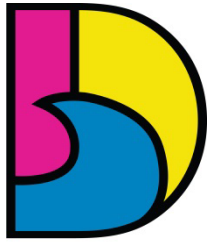
Dania Beach Incidents January 2025 FD

From: 01/01/2025 00:00:00 To: 01/31/2025 23:59:59

INCIDENT TYPE	Total
ABDOMINAL PAIN	15
ACCIDENT HIGHWAY	31
ACCIDENT ROLLOVER OR EXTRICATION	3
ACCIDENT WITH INJURIES	40
ALLERGIC REACTION	3
ANIMAL BITE	4
ANY FIRE NOT OTHERWISE CATEGORIZED	1
ASSAULT	10
BACK PAIN	4
BOAT MARINE - FIRE (INLAND/COASTAL)	1
CARDIAC/RESPIRATORY ARREST	15
CHEST PAINS NON-TRAUMATIC	33
COMMERCIAL STRUCTURE FIRE	3
DEAD PERSON	1
DIABETIC	7
DOMESTIC DISTURBANCE	10
ELECTRICAL UTILITY FIRE	6
ELEVATOR RESCUE	12
FALL INJURY	67
FALL NO INJURY	12
FIGHT	2
FIRE ALARM	3
FIRE ALARM - COMMERCIAL STRUCTURE	25
FIRE ALARM - HIGH LIFE HAZARD	12
FIRE ALARM - HIGH RISE	4
FIRE ALARM - MULTI-FAMILY	1
FIRE ALARM - RESIDENTIAL	15
FIRE INVESTIGATION	3
FIRE OR MEDICAL SERVICE CALL	56
HAZ-MAT INCIDENT	4
HEADACHE	2
HEART PROBLEMS	7
HEMORRHAGE OR LACERATION	8
HIGH RISE FIRE	1
HIT AND RUN WITH INJURIES	3
INJURY	19
MEDICAL ALARM	7
MENTAL ILLNESS	7
OBSTETRICAL/PREGNANCY/CHILDBIRTH/MISCARRIAGE	1
ODOR (STRANGE/UNKNOWN)	2
OPEN WATER DROWNING	1

OUTSIDE FIRE	3
OVERDOSE OR POISONING	9
RESIDENTIAL FIRE	2
ROBBERY-PERSONAL/BUSINESS	1
SEIZURE	18
SHOOTING	1
SICK PERSON	65
SMOKE INVESTIGATION	2
STROKE	18
SUICIDE ATTEMPT	4
TRAFFIC ACCIDENT STANDBY	1
TROUBLE BREATHING	77
UNCONSCIOUS OR FAINTING	53
UNKNOWN MEDICAL	21
VEHICLE FIRE	1
Total	737

Parameter	Selection
From:	01/01/2025 00:00:00
To:	01/31/2025 23:59:59
Agency Type:	FIRE RESCUE
Agency:	Dania Beach



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: February 14, 2025

SUBJECT: Finance Monthly Report – December 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

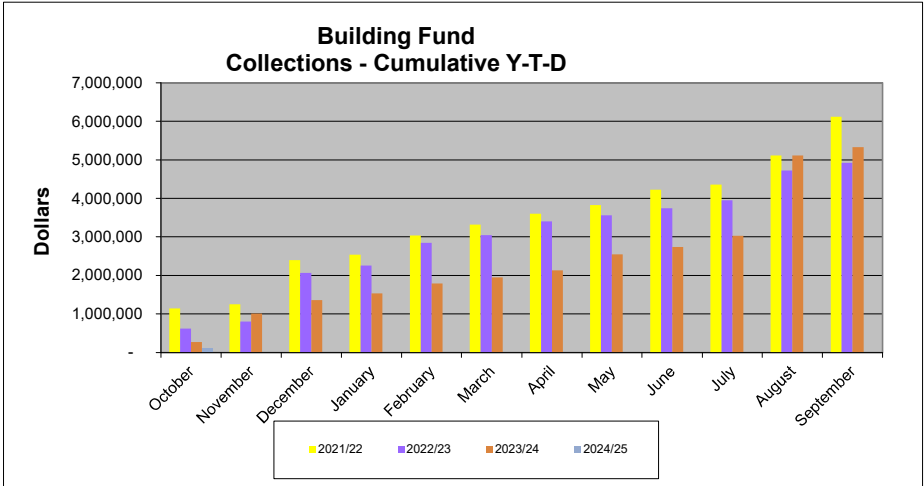
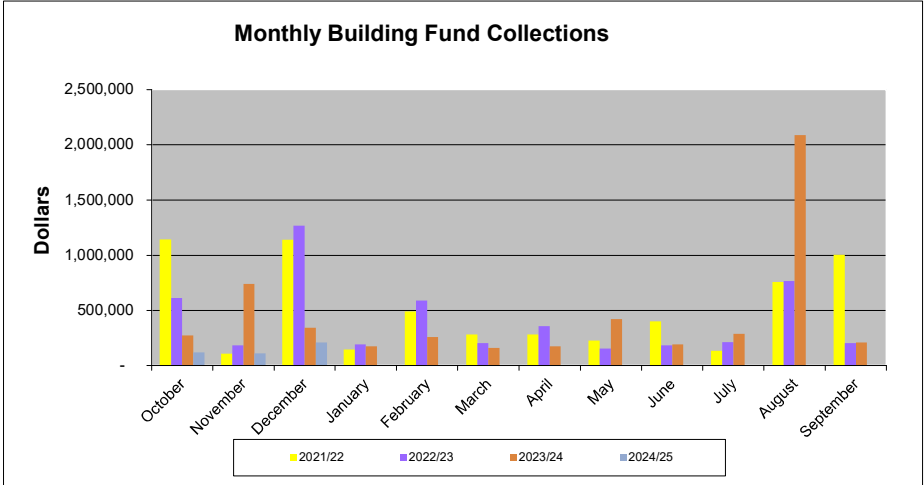
Contingency and Fund Balance Estimate

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	210,595
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	441,376

	<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	441,376
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 December 2024



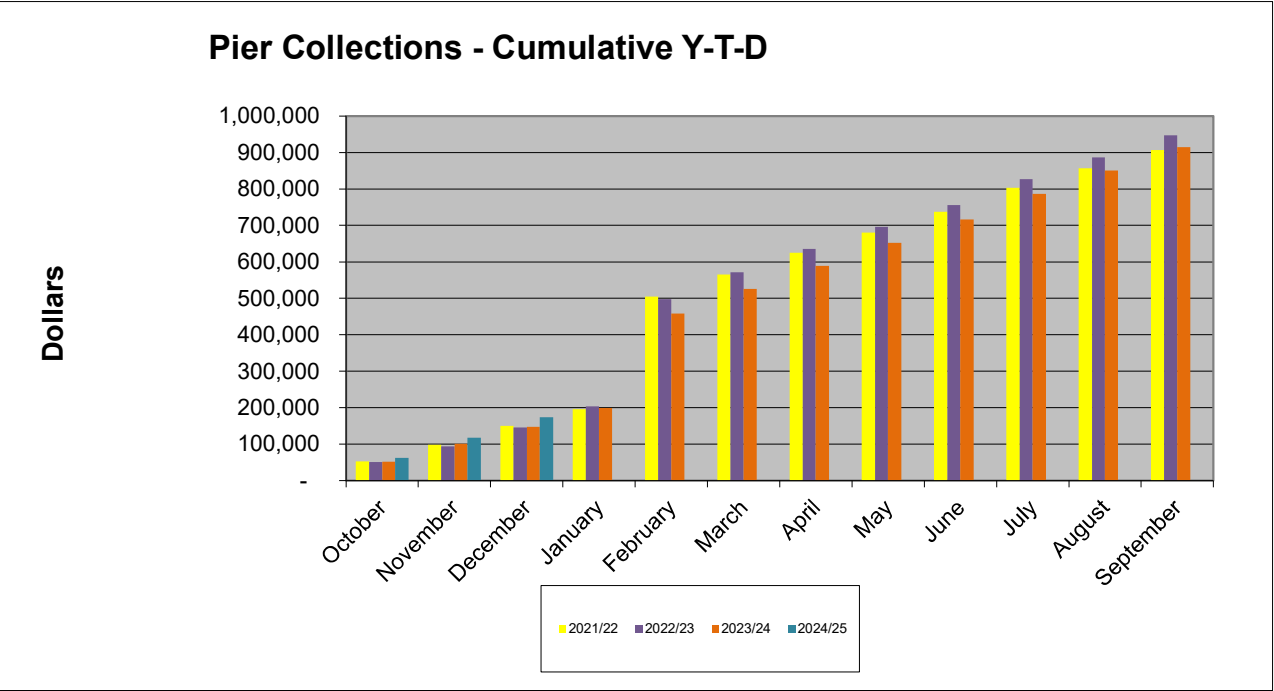
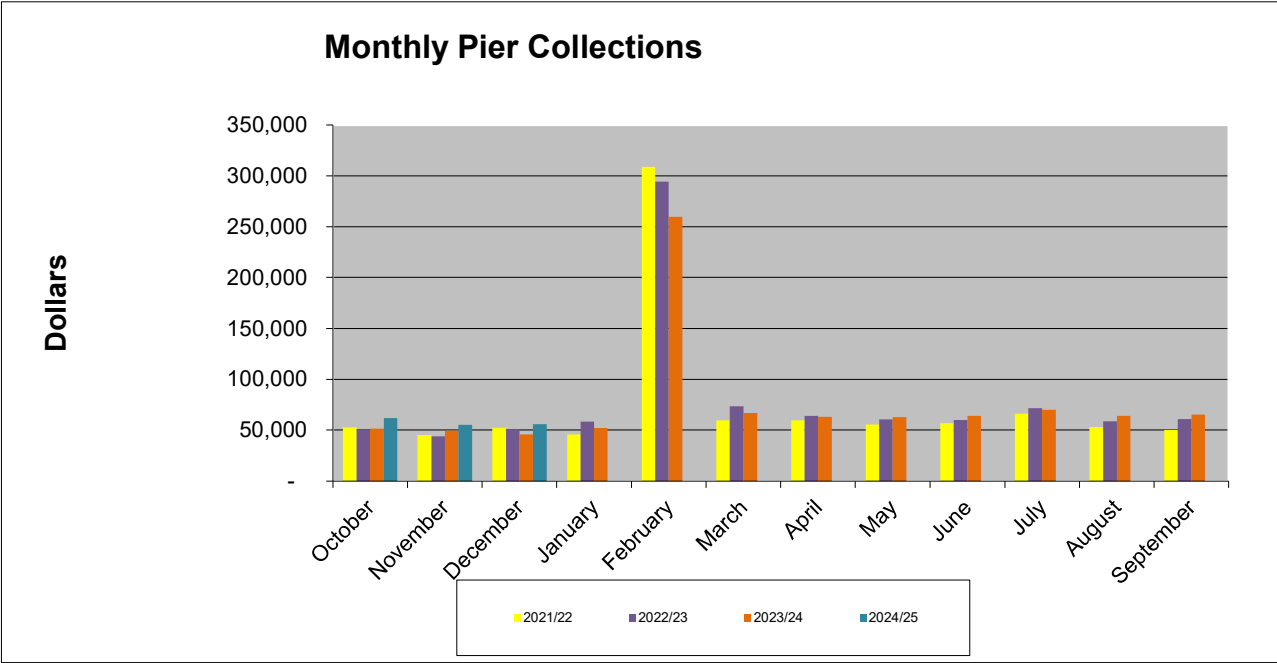
Pier Revenues

	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	56,117
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	173,456

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	173,456
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 December 2024

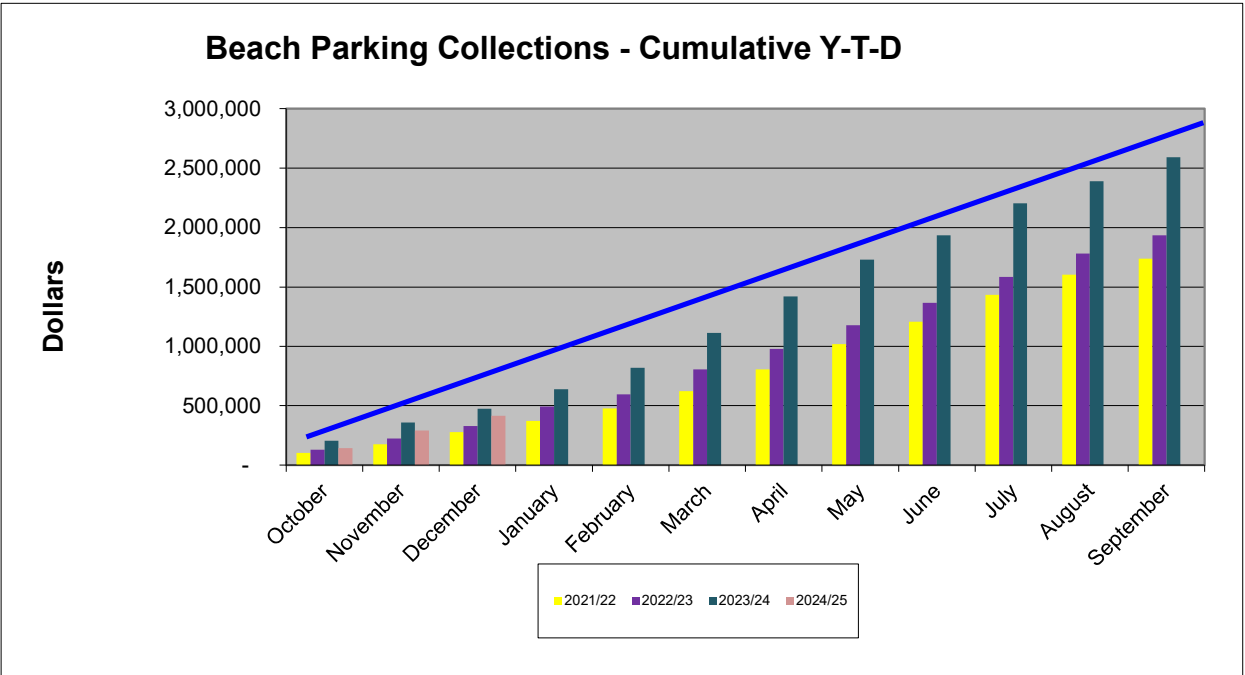
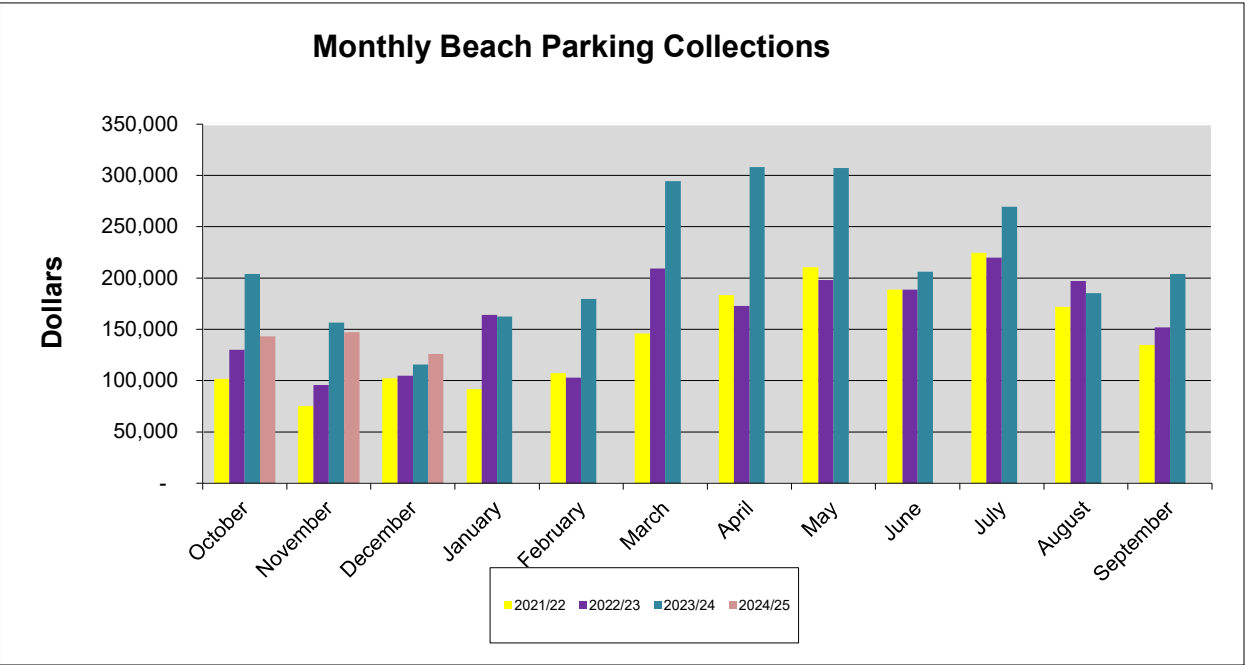


Parking Fee Collections

	<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	125,726
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>415,635</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	289,909
December	279,049	330,433	476,068	415,635
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 December 2024

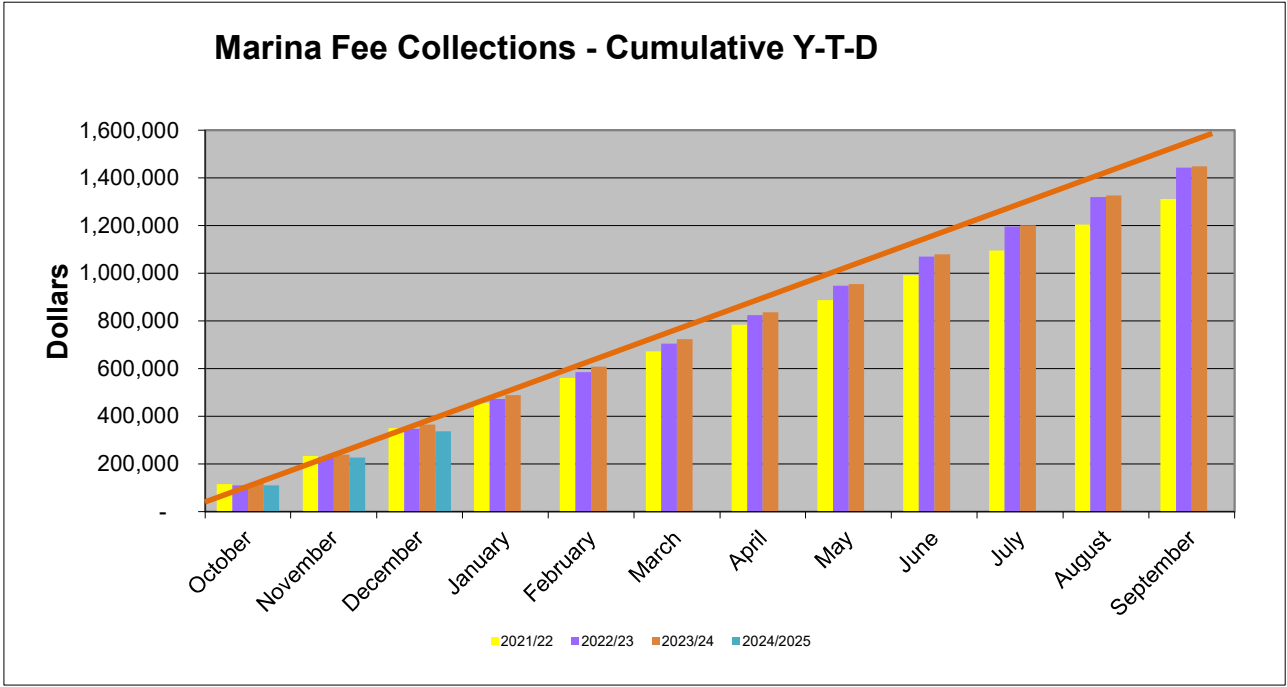
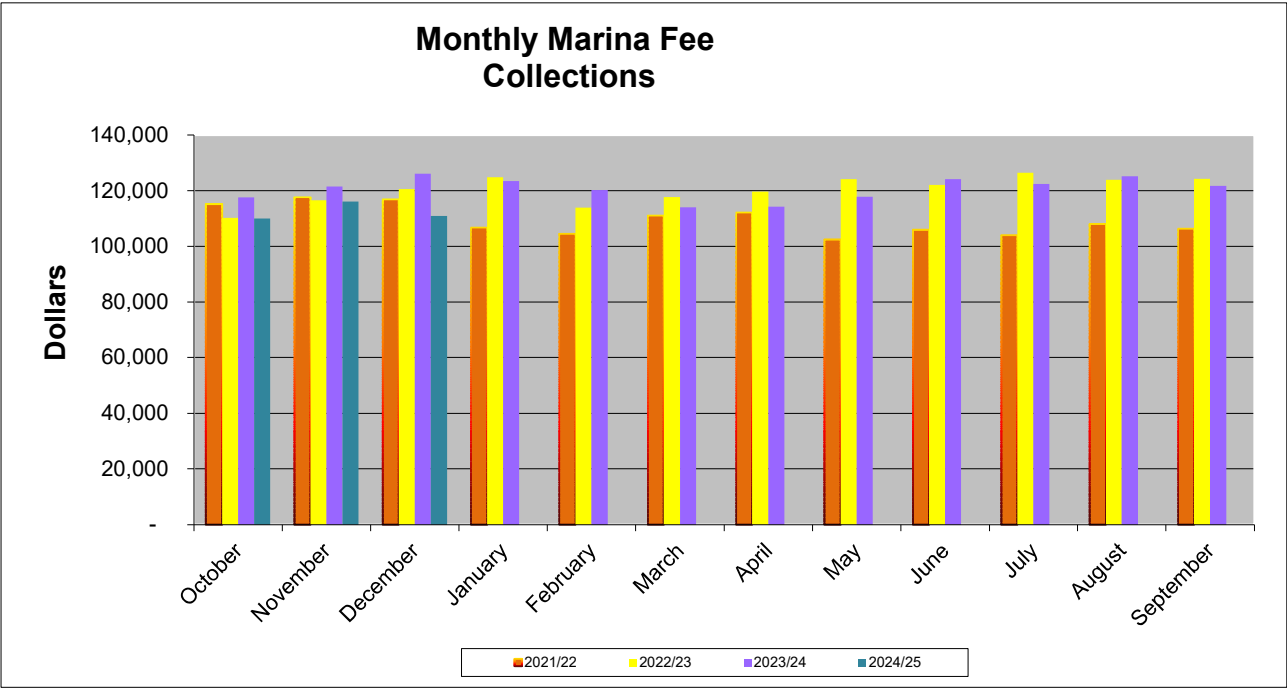


Marina Fee Collections

	<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	110,921
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	337,048

	<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	337,048
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 December 2024



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

Annual Budget \$ 1,095,000.00

Waste Hauler										General Fund
	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		
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	3,175.51	34,742.21	10,021.23		1,519.15	6,378.93	7,678.71			63,515.74
Jan										-
Feb										-
Mar										-
Apr										-
May										-
Jun										-
Jul										-
Aug										-
Sep										-
Total Mo. Franchise	\$ 9,752.57	\$ 105,063.28	\$ 30,567.87	\$ -	\$ 4,709.03	\$ 12,060.16	\$ 27,353.45			\$ 189,506.36

	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
<u>Monthly Franchise</u>										
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	\$ 1,058.50	\$ 11,580.74	\$ 3,340.41		\$ 506.38	\$ 2,126.31	\$ 2,559.57			\$ 21,171.91
Jan										\$ -
Feb										\$ -
Mar										\$ -
Apr										\$ -
May										\$ -
Jun										\$ -
Jul										\$ -
Aug										\$ -
Sep										\$ -
Total Mo. Franchise	\$ 3,250.86	\$ 35,021.09	\$ 10,189.29	\$ -	\$ 1,569.67	\$ 4,020.05	\$ 9,117.83			\$ 63,168.79
Total Receipts	\$ 14,078.43	\$ 141,159.37	\$ 40,757.16	\$ -	\$ 7,353.70	\$ 17,155.21	\$ 37,546.28	\$ 258,050.15		

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		
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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			

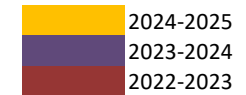
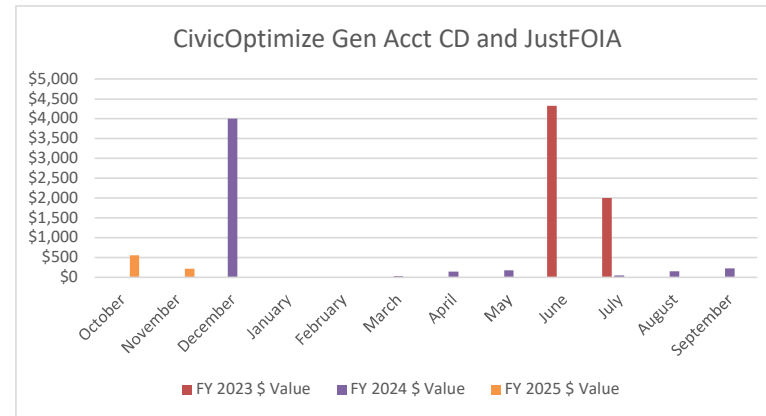
Total Grants Fund Projects

949,698 3,588,850 569,150 400,000 4,662,198 (593,192) 4,136,456

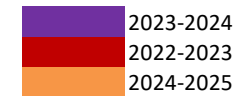
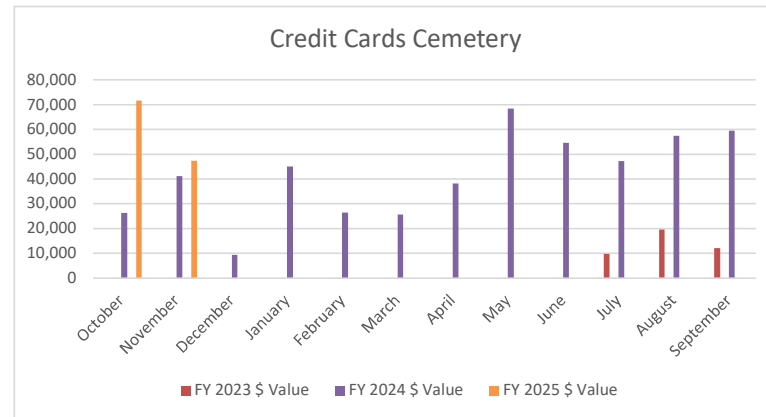
Capital Projects Fund

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-045	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		

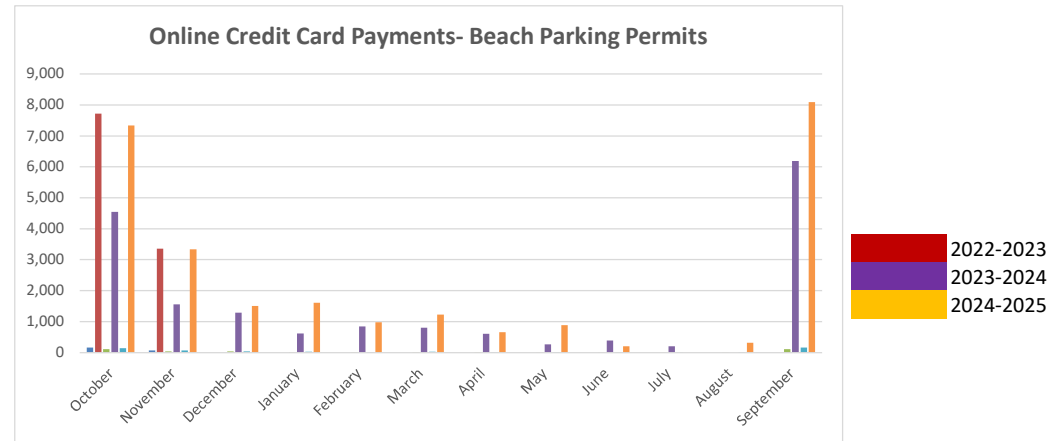
	FY 2023		FY 2024		FY 2025	
	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>	<u># of</u> <u>Pymts</u>	<u>\$ Value</u>
October					6	\$557
November					3	\$215
December			2	\$4,000		
January						
February						
March			1	\$30		
April			4	\$142		
May			3	\$176		
June	10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



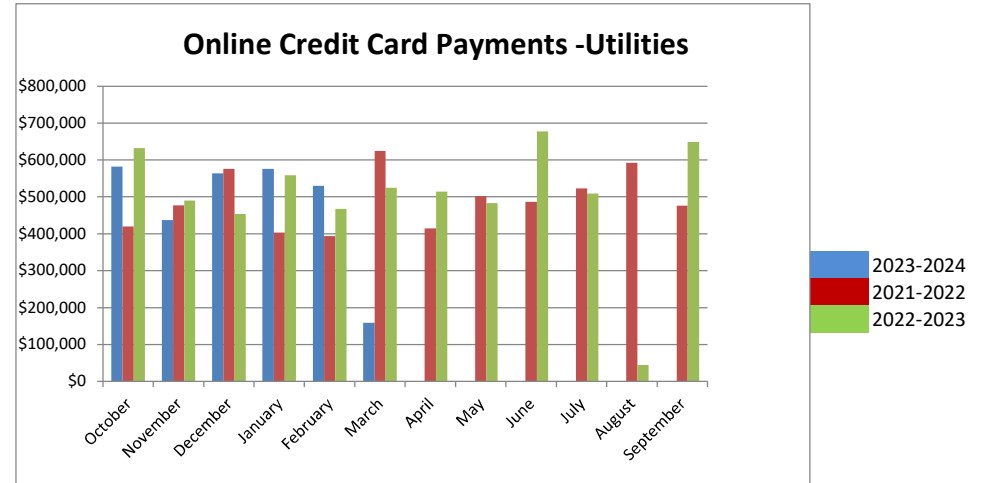
FY 2023		FY 2024		FY 2025	
<u># of</u>		<u># of</u>		<u># of</u>	
<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October		12	\$26,300	19	\$71,675
November		21	\$41,105	13	\$47,330
December		6	\$9,330		
January		19	\$44,995		
February		9	\$26,465		
March		9	\$25,630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



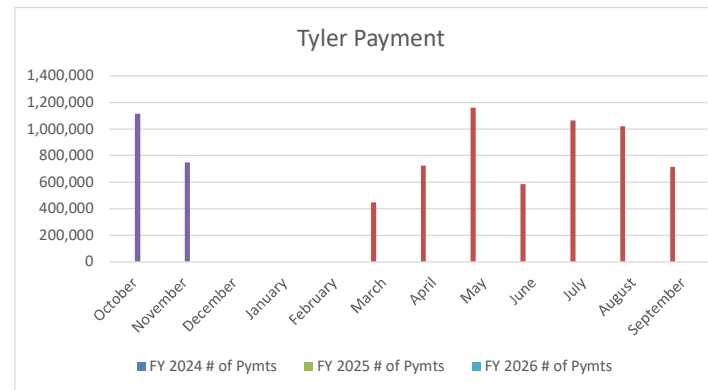
	FY 2025		FY 2023		FY 2024	
	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>	<u># of Pymts</u>	<u>\$ Value</u>
October	158	\$7,720	112	\$4,547	141	\$7,334
November	71	\$3,359	46	\$1,562	74	\$3,333
December			36	\$1,284	37	\$1,503
January			23	\$615	31	\$1,616
February			19	\$851	23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



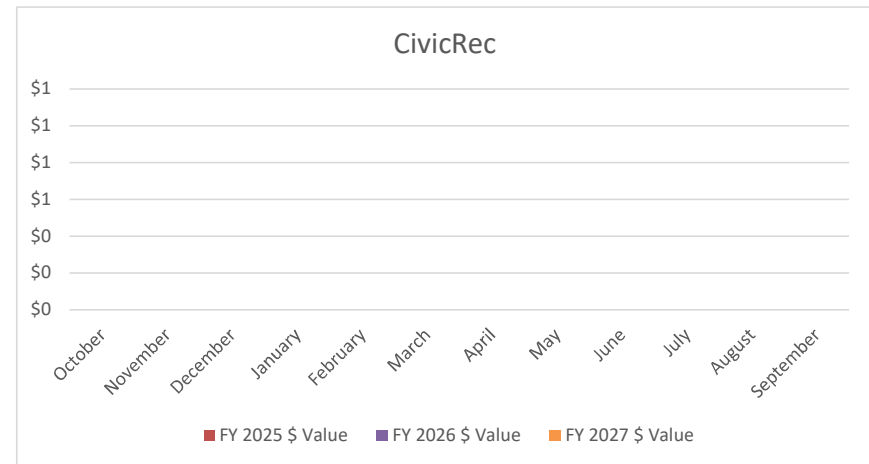
	FY 2024		FY 2025		FY 2026	
	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>	<u># of</u>	<u>\$ Value</u>
	<u>Pymts</u>		<u>Pymts</u>		<u>Pymts</u>	
October			31	\$1,115,216		
November			30	\$749,206		
December						
January						
February						
March	31	\$448,959				
April	30	\$724,743				
May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



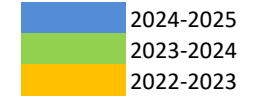
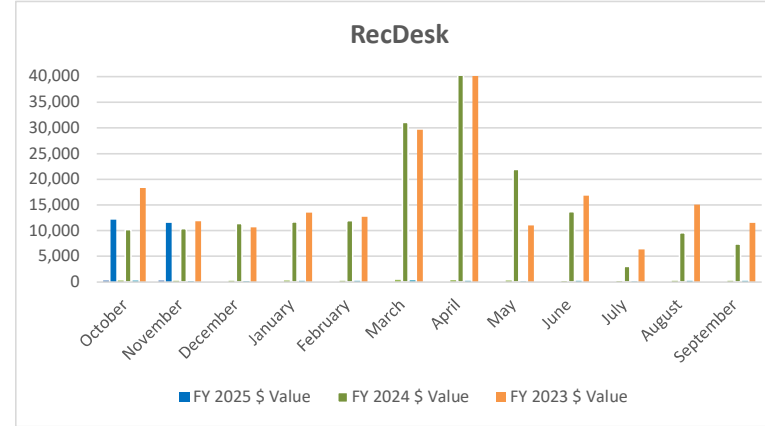
2024-2025
2023-2024
2025-2026

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

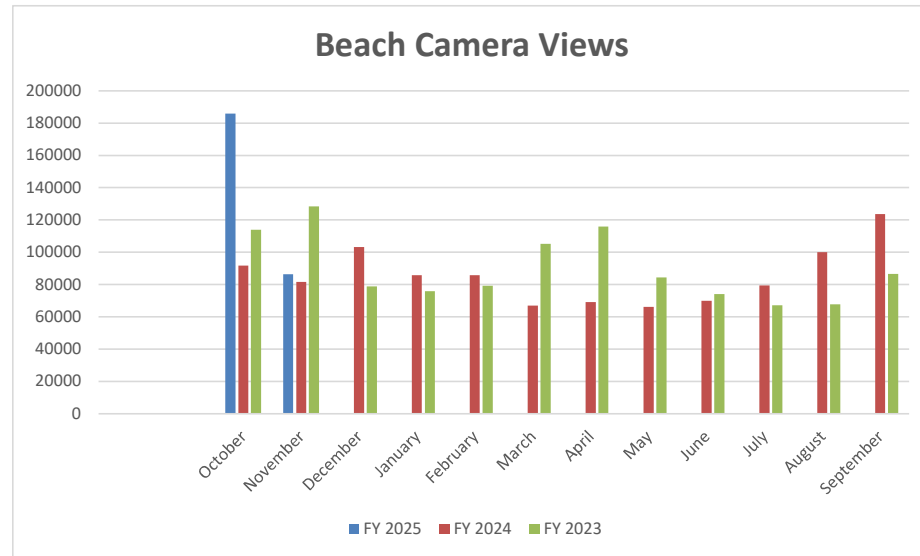
	FY 2025		FY 2026		FY 2027	
	<u># of</u>		<u># of</u>		<u># of</u>	
	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>	<u>Pymts</u>	<u>\$ Value</u>
October						
November						
December						
January						
February						
March						
April						
May						
June						
July						
August						
September						



	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

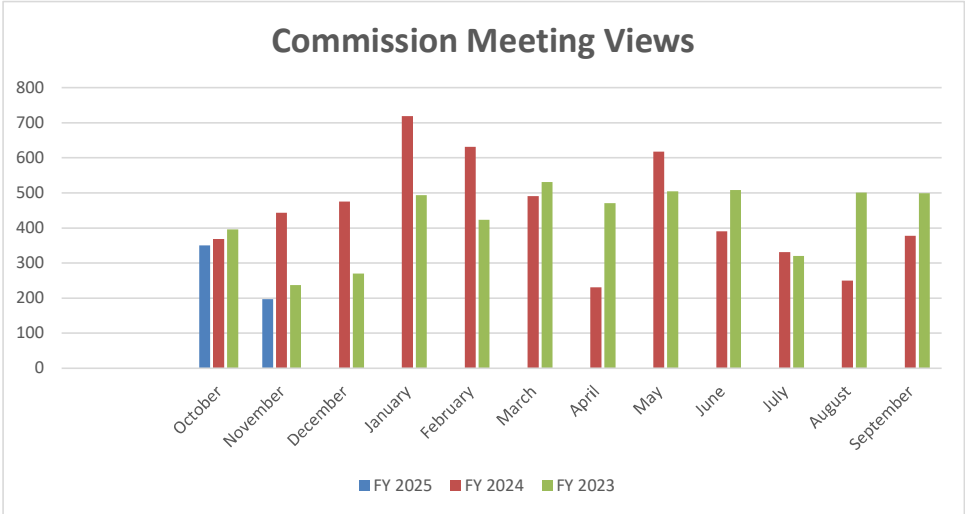


	FY 2025	FY 2024	FY 2023
October	185,800	91,738	113,900
November	86,300	81,622	128,500
December		103,235	78,800
January		85,760	75,900
February		85,861	79,200
March		67,008	105,100
April		69,102	115,900
May		66,040	84,300
June		70,024	74,100
July		79,388	67,100
August		100,130	67,700
September		123,562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



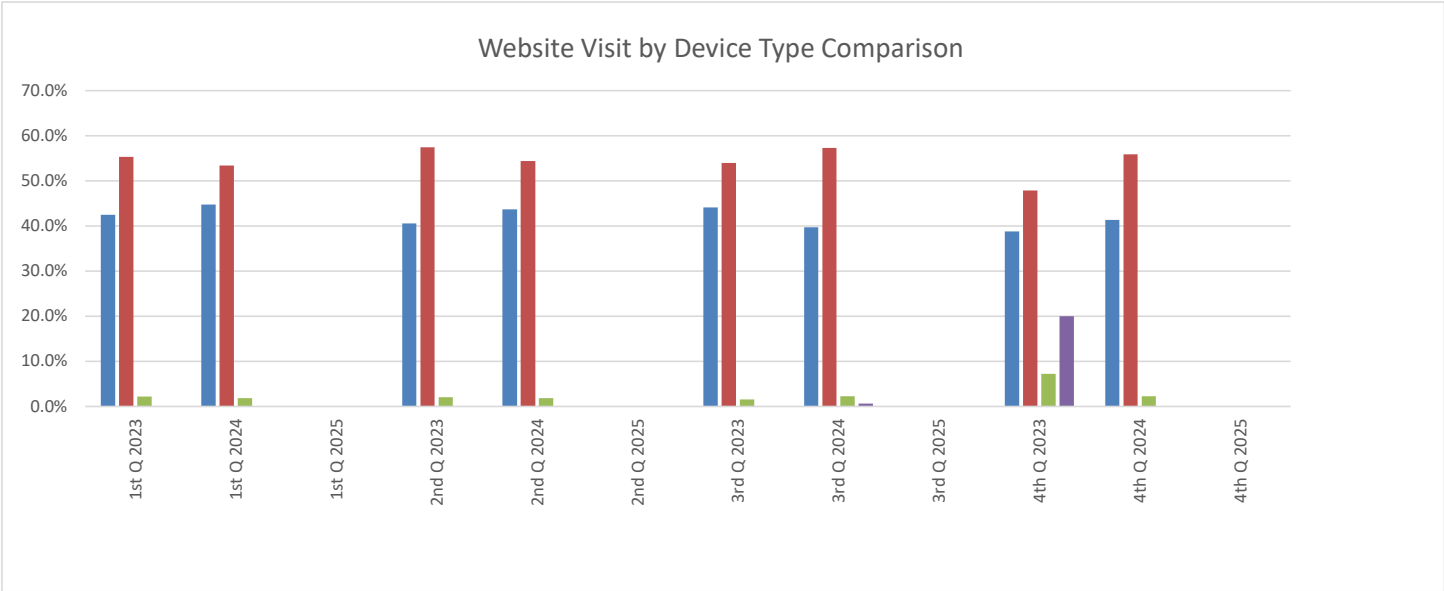
YouTube Channel
FY 2025 **FY 2024** **FY 2023**

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

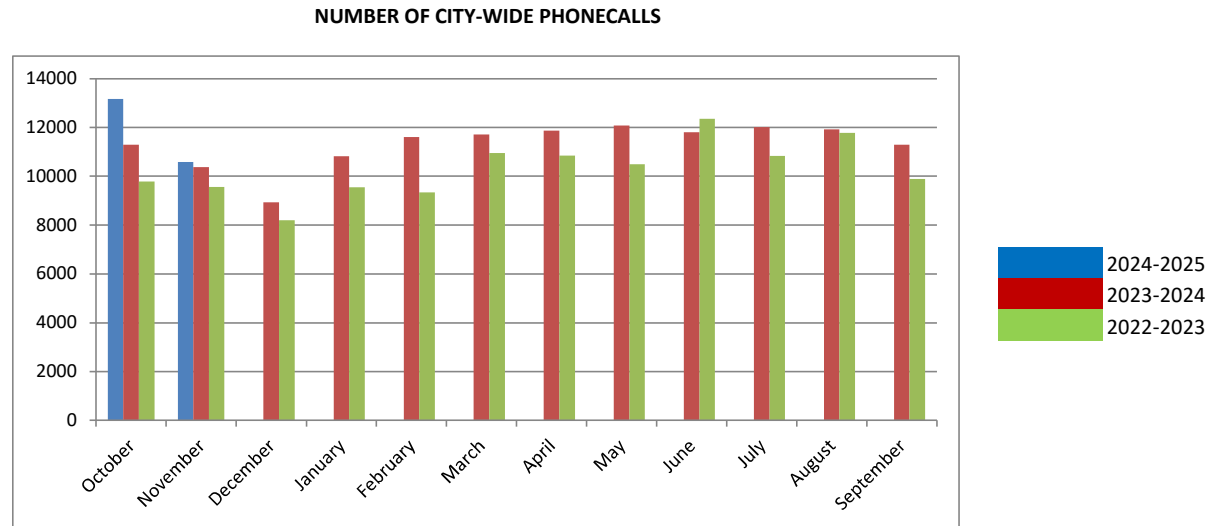


Website Visit by Device Type Comparison

	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%	



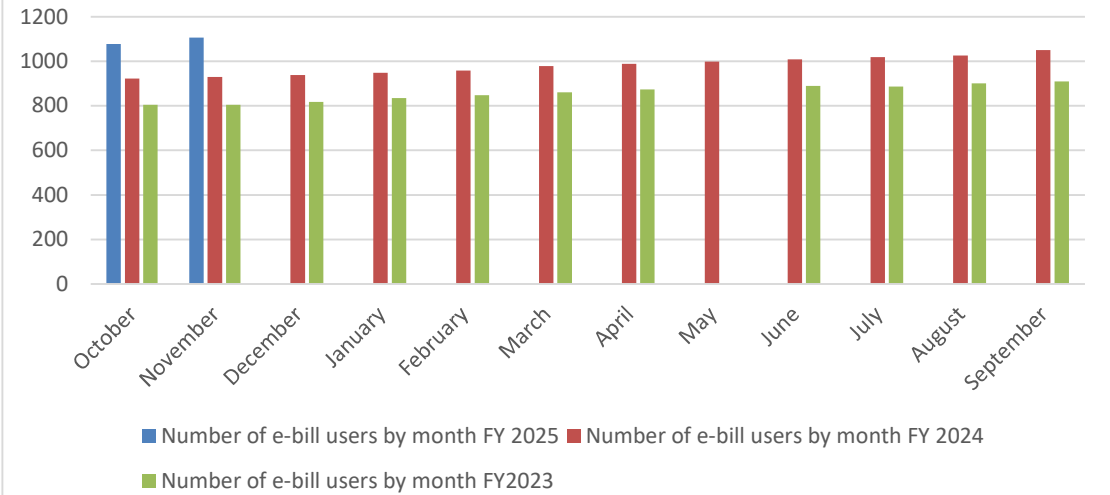
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY 2023</u>
October	13,174	11,286	9,789
November	10,591	10,370	9,564
December		8,932	8,197
January		10,820	9,543
February		11,612	9,338
March		11,703	10,946
April		11,869	10,851
May		12,087	10,489
June		11,809	12,351
July		12,019	10,843
August		11,919	11,775
September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



Number of e-bill users by month

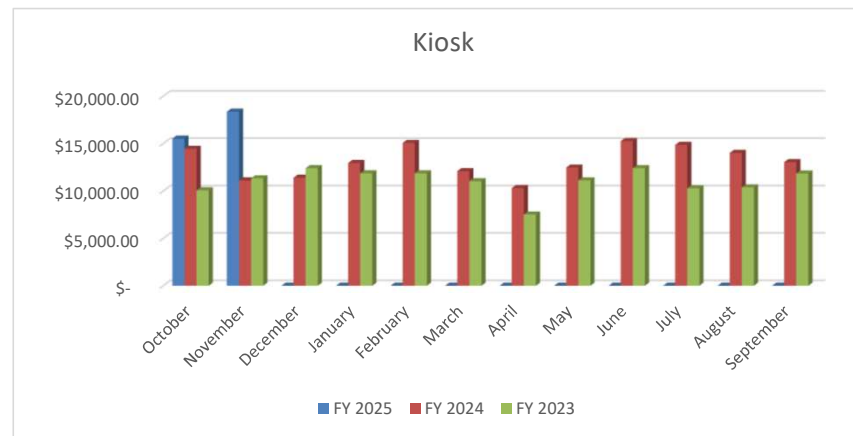
	<u>FY 2025</u>	<u>FY 2024</u>	<u>FY2023</u>
October	1078	922	804
November	1107	929	805
December		939	818
January		948	835
February		959	848
March		979	861
April		988	873
May		999	
June		1008	890
July		1019	886
August		1026	901
September		1051	910

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 - December 2024

Out of Business/Inactive	# of BTRs	Dollar Amount
EG Services	1	\$ 31.50
International Research Foundation	1	\$ 346.25
Total Out of Business/Inactive	2	\$ 377.75

New Approved Applications	# of BTRs	Dollar Amount
9410-9626 Quebec Inc	1	\$ 236.25
Accounting and Tax Pros Inc	1	\$ 520.00
Americabinets Express Inc	1	\$ 520.00
Amilcar Pinol	1	\$ 236.25
At Talitha Cumi Home Care Inc	1	\$ 546.25
Bania RF310 LLC	1	\$ 31.50
Daniel Tibi	1	\$ 31.50
DLHA LLC	2	\$ 63.00
Gigi FL Studio LLC	1	\$ 572.50
Great Home Deals LLC	1	\$ 31.50
Green Fields 1220 LLC	1	\$ 63.00
Griffin Harbor LLC	1	\$ 236.25
H & M Fashion USA Inc	1	\$ 1,805.00
James Lantukh	1	\$ 31.50
Molledo Pool Maintenance	1	\$ 131.25
Peptide Technologies	1	\$ -
Quick USA Inc	1	\$ 651.25
Ravenswood Gardens Enterprises LLC	1	\$ 31.50
Reuven Ginton	1	\$ 47.25
Ryder Nash LLC	1	\$ 236.25
Shoki Shalom	1	\$ 31.50
Awtar LLC	1	\$ 830.00
Stage PR Interiors LLC	1	\$ 520.00
Toga Dania 249 LLC	1	\$ 196.50
Transformator LLC	2	\$ 472.50
Virtual Tours FL LLC	1	\$ 31.50
Total New Applications	28	\$ 8,104.00

BTR Status	# of BTRs	Total Dollar Amount
Open Renewals- Current Year	297	\$ 83,924.80
Paid Renewals	2,964	\$ 1,034,184.22
Total BTRs as of 09/30/2024	3,261	1,118,109.02 **

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

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

	Building/ New Construction Activity				Delinquent Account Activity			New Accts	
	Water Impact Fee		Water Tap Fee		Delinquent		⁵	# per Month	Prior Yr.
	2024	2025	2024	2025	2024	2025	# of Accts		
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	19,168.00	-	1,550.00	2,630.00	2,103.20	420.64	59	48
Jan	-		-		2,995.00	3,846.56	769.31	40	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	\$ 64,134	\$ 9,560	\$ 6,232	\$ 32,920	\$ 11,850	\$ 2,370	179	572

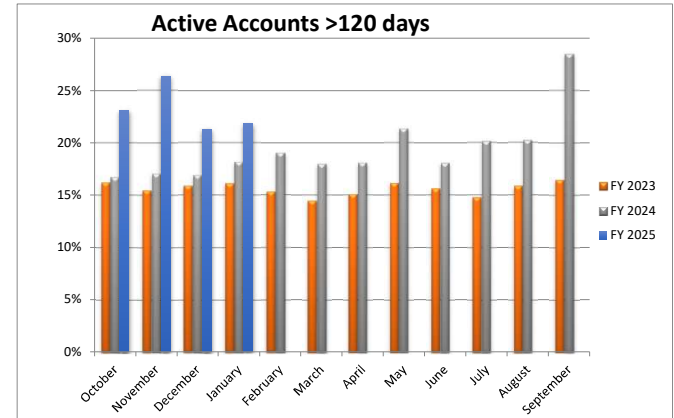
12% # of City's 4850 account became delinquent for this period

WATER & SEWER UTILITY AGING REPORT

ACTIVE ACCOUNTS

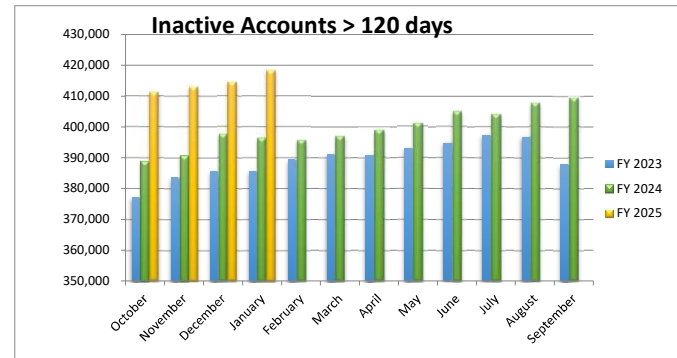
	FY 2023			FY 2024			FY 2025		
	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ	>120 Past Due	Monthly Billings	% DELQ
October	184,989	\$ 1,140,696	16%	207,794	\$ 1,241,355	17%	286,955	\$ 1,243,012	23%
November	186,463	1,205,526	15%	216,614	1,267,676	17%	307,108	1,164,508	26%
December	188,661	1,186,620	16%	214,935	1,270,207	17%	278,087	1,308,024	21%
January	188,029	1,165,000	16%	220,340	1,211,794	18%	278,766	1,278,238	22%
February	185,376	1,210,890	15%	231,139	1,217,188	19%			
March	183,535	1,267,253	14%	235,434	1,310,333	18%			
April	190,502	1,262,289	15%	236,352	1,307,061	18%			
May	189,684	1,172,418	16%	262,509	1,229,203	21%			
June	184,340	1,178,310	16%	247,808	1,372,056	18%			
July	190,677	1,288,709	15%	261,459	1,298,366	20%			
August	198,874	1,252,551	16%	252,820	1,250,659	20%			
September	203,881	1,235,287	17%	360,091	1,263,892	28%			
Annual Avg	\$ 189,584	\$ 1,213,796	16%	\$ 245,608	\$ 1,269,983	19%	\$ 287,729	\$ 1,248,446	23%

Active Account Graph: Billing data indicates delinquency rate on active accounts remain constant at an average of 1% of billings per month



INACTIVE ACCOUNTS

	FY 2023			FY 2024			FY 2025		
	>120 Past Due	% +/-		>120 Past Due	% +/-		>120 Past Due	% +/-	
October	377,040	3%		388,922	5%		411,308	5%	
November	383,454	2%		390,867	5%		413,066	5%	
December	385,515	3%		397,662	4%		414,412	4%	
January	385,601	3%		396,459	5%		418,252	5%	
February	389,237	2%		395,697					
March	391,059	2%		397,067					
April	390,781	2%		398,812					
May	392,882	2%		401,076					
June	394,781	3%		405,003					
July	397,219	2%		404,194					
August	396,674	3%		407,690					
September	387,690	5%		409,329					
Annual Avg	\$ 389,328	3%		\$ 399,398	4%		\$ 414,260	4%	



Unassigned Fund Balance - - Contingency

Contingency	Unassigned Fund Balance
-------------	-------------------------

\$	325,000	\$	27,231,349
----	---------	----	------------

October	-	-
November	-	-
December	-	-
January	-	-
February	-	-
March	-	-
April	-	-
May	-	-
June	-	-
July	-	-
August	-	-
September	-	-
Sub-Total (Uses) / Additions	-	-

325,000	27,231,349
---------	------------

GFOA/City Commission 25% Reserve	(20,977,106)
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\$	325,000	\$	6,254,244
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#001-18-00-519-99-10

Original Budget	\$	325,000
Amendment		

	Total	
Oct	-	
Nov	-	
December	-	
January		
February		
March		
April		
May		
June		
July		
August		
September		
Balance Remaining	\$	325,000

City of Dania Beach

General Fund

Analysis of
Fund Balance

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



City of Dania Beach Parks & Recreation Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Amended Parks and Recreation Schedule of Fees and Charges

Request:

The Parks and Recreation Department is requesting the adoption of a resolution approving the amended Parks and Recreation schedule of fees and charges.

Background:

The Department of Parks and Recreation has a City Commission adopted fee schedule for pier entry fees, facility rental fees, aquatic fees, camp, after-care fees and fitness center fees. The Department reviewed the existing fees in comparison to the surrounding cities to determine if updates need to be made to the current fees to remain competitive and to ensure that the City better recoups its expenses in running facilities, memberships and rentals.

It is important for staff to analyze our programs and these fees every so often as we continue to invest into our community and compare where our fees stand compared to other surrounding cities to determine if updates are needed to be made to the current fee schedule to remain competitive.

Below are the highlights of the revisions in the attached amended fee schedule:

- Pier Entry Fees - Daily Fishing
- Pier Entry Fees - Senior Day Wednesday (free entry to Dania Beach residents age 55 and over)
- Dania Beach Rising Stars - Addition of a non-resident rate
- Thanksgiving Break Camp - Addition of a non-resident rate
- Summer Camp - Rate adjustments to resident and non-resident rates
- Extend Camp - Week camp between summer camp and the first day of school
- Jr. Lifeguard Camp - Rate adjustments to resident and non-resident rates

The revised items are listed in the attached Exhibit A.

With these revised rates, residents and non-residents will continue to receive first class facilities,

memberships, programs and camps at an extremely fair price while allowing the city to remain competitive and help to better recoup expenses.

Budgetary Impact

Recommendation

It is recommended that the City Commission approve the amended Parks and Recreation schedule of fees and charges.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE AMENDED PARKS AND RECREATION SCHEDULE OF FEES AND CHARGES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department staff has evaluated the existing fees in order to recommend appropriate revisions for the City Commission to review and approve; and

WHEREAS, the Department reviewed the existing fees in comparison to the surrounding cities to determine if updates need to be made to the current fees to remain competitive and to ensure that the City better recoups its expenses in running facilities, membership and rentals; and

WHEREAS, the proposed amended fee schedule, attached and incorporated by reference as Exhibit “A” (the “Amended Fee Schedule”), will put the City’s fees on par with the fees charged by surrounding municipalities with comparable facilities and services; and

WHEREAS, the Amended Fee Schedule is reasonable; and

WHEREAS, the City Commission deems it to be in the best interest of the City to adopt the Amended Fee Schedule.

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 adopts the Amended Fee Schedule, attached and incorporated by reference into this resolution as Exhibit “A.”

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.

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

Exhibit A

Pier Entry



	Rental	Resident	Non-Resident	Non-Profit
Pier	Daily Fishing	\$3 \$4	\$3 \$4	
	Daily Sightseers	\$2	\$2	
	Senior Day Wednesday's (55 and over, Residents only)	FREE		

Taxes will be included where necessary.

Camps/Programs

	Program	Resident	Non-Resident	Non-Profit
CW Thomas Park	Dania Beach Rising Stars	\$100/month \$50/month Reduced Resident Rate	\$150	
	Thanksgiving Break Camp	\$60	\$80	
	Winter Break Camp	\$100	\$150	
	Spring Break Camp	\$100	\$150	
	Summer Camp	\$480 \$500 \$380 Reduced Resident Rate	\$580 \$675	
Frost Park	Dania Beach Rising Stars	\$100/month \$50/month Reduced Resident Rate	\$150	
	Thanksgiving Break Camp	\$60	\$80	
	Winter Break Camp	\$100	\$150	
	Spring Break Camp	\$100	\$150	
	Summer Camp	\$480 \$500 \$380 Reduced Resident Rate	\$580 \$675	
	Extend Camp	\$100	\$135	
PJ Meli Aquatic Complex	Dania Beach Rising Stars	\$100/month \$50/month Reduced Resident Rate	\$150	
	Thanksgiving Break Camp	\$60	\$80	
	Winter Break Camp	\$100	\$150	
	Spring Break Camp	\$100	\$150	
	Summer Camp	\$480 \$500 \$380 Reduced Resident Rate	\$580 \$675	
Ocean Rescue	Jr. Lifeguard Camp	\$80 \$125	\$90 \$175	

Reduced Resident Rate – Must show proof of Free & Reduced Lunch Qualification with Broward County.

General Park Programming: Pop-up activities shall be individually determined and approved by the City Manager and shall not exceed \$20.00.



City of Dania Beach Public Services Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Deputy Director/City Engineer

SUBJECT: APPROVAL TO UTILIZE THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT BID NO. 23-36B-“FURNISH, DELIVER AND DISCHARGE OF QUICKLIME” WITH LHOIST NORTH AMERICA OF ALABAMA, LLC

Request:

The Public Services Department (PSD) is requesting approval to utilize the South Florida Governmental Purchasing Cooperative Group Contract No. 23-36B “Furnish, Deliver, and Discharge of Quicklime” with Lhoist North America of Alabama, LLC (Lhoist). This contract is valid from November 1, 2023, through October 31, 2026, with a one 3-year renewal option. PSD is also requesting approval to exceed the City’s single vendor annual purchasing threshold of \$50,000 for each year the contract is in place.

Background:

PSD utilizes Lhoist under the Southeast Florida Government Co-op contract to supply the city with small pebble quicklime at a low cost. This chemical is used to soften and help remove contaminants from the raw water supply during the lime softening treatment process.

Budgetary Impact

Funding for the purchase of quicklime will be appropriated from the Water Treatment Plant Chemical Account No. 401-33-03-533-52-40

Recommendation

PSD recommends the approval to utilize the South Florida Governmental Purchasing Cooperative Group Contract No.23-36B “Furnish, Deliver, and Discharge of Quicklime” to purchase quicklime from Lhoist and to allow exceeding the annual single vendor purchasing amount threshold of \$50,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE WAIVER OF COMPETITIVE BIDDING AND REQUESTING AUTHORIZATION TO PURCHASE QUICKLIME FROM LHOIST NORTH AMERICA OF ALABAMA, LLC UTILIZING THE SOUTHEAST FLORIDA GOVERNMENT PURCHASING COOPERATIVE GROUP CONTRACT BID NO.23-36B AND TO EXCEED THE ANNUAL SINGLE VENDOR PURCHASING POLICY OF FIFTY THOUSAND DOLLARS (\$50,000.00) TO BE VALID EACH YEAR THE CONTRACT IS IN PLACE, AND FURTHER PROVIDING THAT SUCH PURCHASES ARE TO BE MADE WITHIN THE WATER DIVISION'S APPROVED CHEMICAL 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 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 and is authorized to do so if a resolution is adopted in advance by the City Commission and if such purchases are made pursuant to a competitive bid obtained in the last eighteen (18) months by other government agencies such as the federal government, State of Florida, or a Florida municipality or county, or multiple agencies forming a co-op; and

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

WHEREAS, the Public Services Department (PSD) is requesting to utilize the Southeast Florida Government Co-op Contract Bid No. 23-36B to "Furnish, Deliver and Discharge of Quicklime" with Lhoist North America of Alabama, LLC for the purchase of quicklime; and

WHEREAS, PSD has determined that it is necessary to purchase quicklime for City use of the lime softening and contaminant removal process at the least cost; and

WHEREAS, the cost of the services will exceed the annual vendor threshold amount of Fifty Thousand Dollars (\$50,000.00) in a single fiscal year and therefore, City Commission authorization is needed; and

WHEREAS, the PSD has determined that the items can be obtained at the least cost to the City without competitive bidding and without advertisement for bids from Lhoist North America under an existing Co-op Agreement with the Southeast Florida Government Purchasing Cooperative Group Contract BID No. 23-36B with an initial expiration term from November 1, 2023, to October 31, 2026, with one 3-year renewal option to be valid each year that the contract is in place, copies are attached as composite Exhibit “A”.

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 to be true and correct and are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission approves the purchase of water treatment plant chemicals from Lhoist North America under the existing Co-op Agreement BID No. 23-36B with the Southeast Florida Government Purchasing Cooperative Group, a copy of which is attached as Exhibit A, in an amount that may exceed the annual vendor Fifty Thousand Dollars (\$50,000.00) purchase policy threshold for the term of the contract.

Section 3. That the City is authorized to exceed the annual Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024/25 and for all subsequent fiscal years that the Agreement is in place.

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

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

PASSED AND ADOPTED on _____, 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



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to RWhitcomb@greenacresfl.gov for placement on the NIGP SEFL website Cooperative contract page.

PAGE 1 OF 2

BID/RFP No. 23-36B

Description/Title: Furnish, Deliver and Discharge of Quicklime

Initial Contract Term: Start Date: November 1, 2023 End Date: October 31, 2026

Renewal Terms of the Contract: 1 Renewal Options for 3 Years
(No. of Renewals) (Period of Time)

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

Renewal No. _____ Start Date: _____ End Date: _____

SECTION #1 VENDOR AWARD

Vendor Name: Lhoist North America of Alabama, LLC
Vendor Address: 5600 Clearfork Main Street, Suite 300, Fort Worth, TX 76109
Contact: Dale James, Florida Sales Manager or Elizabeth Hart. FL Sales Coordinator
Phone: (863) 698-8769 (Orders) & (877) 644-9010 Fax: (863) 644-9030
Cell/Pager: (314) 614-4950 Email Address: dale.james@lhoist.com / elizabeth.hart@lhoist.com
Website: http://www.lhoist.com FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime and Stone, Inc. (City of Hollywood Hi Cal Granular Lime Only)
Vendor Address: 11 Stanwix St., 21st Floor, Pittsburgh, PA 15222
Contact: Inside Sales
Phone: (866) 780-0974 Fax: _____
Cell/Pager: _____ Email Address: salesinquiries@carmeuse.com
Website: http://www.carmeuse.com FEIN: 25-1254420

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

VENDOR AWARD

Vendor Name: N/A

Vendor Address: _____

Contact: _____

Phone: _____ Fax: _____

Cell/Pager: _____ Email Address: _____

Website: _____ FEIN: _____

SECTION #2**AWARD/BACKGROUND INFORMATION**

Award Date: October 11, 2023 Resolution/Agenda Item No.: R-2023-122

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3**LEAD AGENCY**

Agency Name: City of Tamarac

Agency Address: 7525 NW 88th Avenue, Room 108

Agency Contact: Rhonda Kaplan, PPA Email Rhonda.kaplan@tamarac.org

Telephone: (954) 597-3566 Fax: (954) 597-3565

City of Tamarac
Interoffice Memorandum
Financial Services Department
PURCHASING DIVISION

To: Levent Sucuoglu, City Manager

From: Keith K. Glatz, Purchasing & Contracts Manager

Thru: Christine J. Cajuste, Director of Financial Services

Date: September 25, 2023

Re: Temp Reso #14019 – Award of Agreement – Bid #23-36B, “Furnish, Deliver and Discharge of Quicklime”

Recommendation:

The Director of Public Services and Purchasing and Contracts Manager recommend placement of the above referenced item on the consent agenda of the October 11, 2023 Commission meeting, authorizing the award of an Agreement for an initial three (3) year term effective November 1, 2023 through October 31, 2026, with one (1) additional three (3) year renewal option for Quicklime purchased from Lhoist North America of Alabama, LLC, (Lhoist) for the City of Tamarac, and twenty-three (23) additional member agencies of the Southeast Florida Governmental Purchasing Cooperative (Co-op); and Carmeuse Lime and Stone Inc. for high calcium granular quicklime on behalf of one entity in the Co-op.

Issue:

The existing agreement with Lhoist for the City and the SE Florida Governmental Purchasing Co-op; as well as an existing agreement with Carmeuse Lime and Stone is set to expire on October 31, 2023. New bid #23-36B was recently solicited, and an award needs to be approved so that the City will have a vendor to furnish, deliver and discharge quicklime at the City's Water Treatment Plant.

Background:

The City utilizes quicklime in the Public Services Water Treatment Plant. The current agreement with Lhoist will expire on October 31, 2023, and due to some requested industry-wide market structural changes, we were unable to exercise any of the original contract renewal options. The current Agreement has been based on various federal and industry indices, providing for quarterly price adjustments. As a result of significant supply chain issues which occurred during the pandemic and since that time, the indices were not able to compensate for radical changes that were occurring in the industry, as well in the transportation industry as a result of volatility particularly in cost of fuel. After much discussion with firms in the industry, it was determined that the use of a fixed annual price could be more easily accommodated by industry based on our discussions with the primary vendors who normally bid on this Agreement.

Accordingly, the City issued Bid number 23-36B “Furnish, Deliver and Discharge of Quicklime” on August 16, 2023, which was advertised in the South Florida Sun Sentinel on August 19, 2023, and was posted on the City's e-procurement platform as well as on DemandStar.com. There were three (3) planholders that downloaded the bid, however, only two bids were submitted from Lhoist and Carmeuse Lime and Stone. The bid response submitted by Lhoist provided the lowest pricing for all but one item on the bid. As a result, it is being recommended that the bid from Lhoist be awarded, and an Agreement executed on behalf of the City of Tamarac and on behalf of an additional twenty-three (23) participating governmental agencies Co-op.

The bid response from Carmeuse Lime and Stone Inc. provided the lowest pricing for high calcium granular lime used by the City of Hollywood Wastewater treatment plant. The cost savings for the City of Hollywood by awarding one item to Carmeuse Lime and Stone will be approximately \$8,310,736.50 for

the full three (3) year period, justifying the split award. The bid response from Lhoist provided the lowest pricing for the City of Tamarac and the other twenty-three agencies in the SE Florida Governmental Purchasing Co-op, for an estimated three (3) year total Co-op cost of \$91,613,247.97.

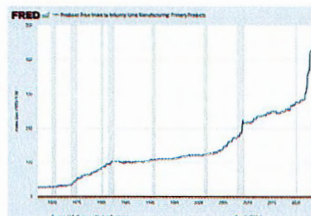
The initial term of the Agreement will be for three (3) years, beginning on November 1, 2023, with one (1) additional three (3) year renewal options that may be exercised based on satisfactory performance in accordance with an economic adjustment provision provided as a part of the Agreement.

The pricing bid by both Lhoist and Carmeuse Lime and Stone reflects an approximate increase of 12.5% for Lhoist and by a similar amount for Carmeuse for granular lime which is used only by the City of Hollywood Wastewater Treatment Plant. We had originally anticipated an increase of 25% from the current Agreement, so we were pleased to see only a 12.5% increase. The Agreements also provide for quarterly adjustments for fuel surcharges for trucking, which will be based on a surcharge chart that the City has utilized for several years, and for rail fuel surcharges that will be provided through documentation to be provided each quarter by the railroad line transporting the lime from kilns in Alabama to South Florida.

Please note below, however, that our bid price for the upcoming year is still lower than similar entities around the State which have recently opened bids. The Chart below shows pricing for other local entities for bids which have recently opened:

Current Delivered Per Ton Pricing For Surrounding Entities For Recently Opened Bids:

City of Lakeland Utilities		\$460.00
Florida Keys Utilities		\$494.13
City of Ormand Beach		\$603.82
City of Tamarac – SE FL Co-op	(as of July 1, 2023)	\$388.65
City of Tamarac – SE FL Co-op	(effective Nov. 1, 2023)	\$446.95



Overall, the PPI for lime shows a 35% increase from November 2020 to August 2023 when we issued our bid. (See graph above). The index value for November 2020, when we awarded the last Agreement, was 277.50 for material without freight. The August 2023 index value was at 430.77 for material without freight. The fairly steep incline is very evident in the PPI graph for lime shown above. The rapid escalation is due to increased costs for coal used to fuel the kilns that cure the lime; as well as quickly escalating demand for quicklime by the steel industry which is adding significant new capacity for the first time in many years.

Accordingly, it is recommended that an award be made, and agreements executed with Lhoist for the City of Tamarac, and on behalf of twenty-three (23) additional entities in the Southeast Florida Governmental Purchasing Co-op; and with Carmeuse Lime & Stone, Inc., for high calcium granular quicklime for the City of Hollywood for a period of three (3) years, and that the City Manager be authorized to approve any renewal option.

Fiscal Impact:

Based on our estimated use of approximately 1500 tons of quicklime annually, the City will be able to account for projected budget costs for the next three (3) years. The annual estimated cost to the City of Tamarac for each of the three (3) years will be as follows for a total three (3) year cost of \$2,224,375 :

FY 24: \$670,525.00
FY 25: \$737,475.00
FY 26: \$816,375.00

The percentage increase between FY 24 and FY 25 will be approximately 10%, and the percentage increase between FY 25 and FY 26 will also be approximately 10%, which provides for budget predictability for each of the three years. The Agreement provides for an economic adjustment provision for the renewal term, which only allows for the pass-through of costs, and no increase to the profit margin.

It should be noted, however, that any unanticipated change in fuel, raw material market prices or water usage patterns may significantly impact our cost and quantity assumptions.

cc: John Doherty
Troy Gies
Earl Henry
Anthony Licata

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2023- 122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO AWARD BID #23-36, "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND AN ADDITIONAL TWENTY-THREE MEMBERS OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME AND STONE ON BEHALF OF ONE CO-OP MEMBER, THE CITY OF HOLLYWOOD, FOR A PERIOD OF THREE (3) YEARS WITH ONE ADDITIONAL THREE-YEAR RENEWAL OPTION, PROVIDING FOR THE EXTENSION AND RENEWAL OF THE AGREEMENTS OR APPROVAL OF ASSIGNMENTS AND OTHER AMENDMENTS TO THE AGREEMENTS IN ACCORDANCE WITH THE PROVISIONS OF THE AWARDED AGREEMENTS, AND EXPENDITURE OF APPROPRIATED FUNDS BY THE CITY MANAGER OR APPROPRIATE CITY OFFICIALS FOR A TOTAL CONTRACT COST TO THE CITY OF TAMARAC OF APPROXIMATELY \$2,224,375 FOR THE THREE (3) YEAR TERM OF THE AGREEMENT OR AS DETERMINED BY THE ACTUAL USAGE OF THE PRODUCT UP TO THE BUDGETED AMOUNT, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE

AND CORRECT COPY OF

R-2023-122,
Agmt. Lhoist North America of Alabama, LLC

THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL

WITNESS MY HAND AND OFFICIAL SEAL

OF THE CITY OF TAMARAC, FLORIDA.

THIS

16th

DAY OF

October

20

23

CITY CLERK



three (23) other members of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, Carmeuse Lime and Stone was deemed the lowest responsive and responsible bidder for high calcium granular quicklime for the City of Hollywood, a member of the Co-op, with a copy of the bid submitted on file with the City Clerk; and

WHEREAS, the City of Tamarac, acting as lead agency for the Co-op acts on behalf of the Co-op when awarding contracts for quicklime; and

WHEREAS, sufficient funds are available from the Public Services Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Lhoist North America of Alabama, LLC for furnishing, delivering and discharging quicklime, for a period of three years with one additional three (3) year renewal option on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately \$2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that Bid 23-36B be awarded to and an agreement executed with Carmeuse Lime and Stone for furnishing, delivering and discharging high calcium granular quicklime, for a period of three (3) years

findings of the City Commission and made a specific part of this Resolution; all exhibits referenced and attached hereto are incorporated herein and made a specific part of this Resolution.

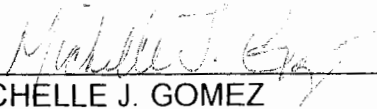
SECTION 2: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist North America of Alabama, LLC, on behalf of the City of Tamarac for a total contract cost to the City of Tamarac of approximately \$2,224,375 for the three (3) year term of the Agreement or as determined by the actual usage of the product up to the budgeted amount, and on behalf of twenty-three (23) other agencies in the Co-op based on pricing provided in the Agreement, is HEREBY AUTHORIZED.

SECTION 3: The appropriate City officials are hereby authorized to execute an agreement with Lhoist North America of Alabama, LLC as part of said award, a copy of which is attached hereto as Exhibit "2" for prices as shown in Exhibit "1" on behalf of the City of Tamarac and twenty-three (23) other agencies within the Co-op.

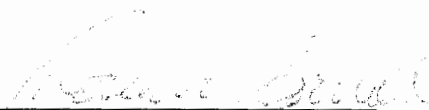
SECTION 4: The award of Bid 23-36B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse Lime and Stone, for the provision of high calcium granular lime for the City of Hollywood, an agency in the Co-op, is HEREBY AUTHORIZED.

SECTION 5: The appropriate City officials are hereby authorized to execute an agreement with Carmeuse Lime and Stone as part of said award for high calcium quicklime, a copy of which is attached hereto as Exhibit "3" for

PASSED, ADOPTED AND APPROVED this 11th day of October 2023.


MICHELLE J. GOMEZ
MAYOR

ATTEST:


KIMBERLY DILLON, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:
MAYOR GOMEZ Yes
DIST 1: VICE MAYOR BOLTON Yes
DIST 2: COMM. WRIGHT Yes
DIST 3: COMM. VILLALOBOS Yes
DIST 4: COMM. DANIEL Yes

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND
RELIANCE OF THE CITY OF TAMARAC ONLY.


HANS OTTINOT
CITY ATTORNEY

EXHIBIT A: UNIT PRICING PROVIDED IN BID AS OF SEPTEMBER 12, 2023 FOR AWARDED AGENCIES					
VENDOR	AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
TABLE 1 -- Type 1 – Pebble Lime					
Lhoist	City of Boynton Beach	1685	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	Broward County Dist. 1	2100	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	Broward County Dist. 2	4000	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Coral Springs (1)	1550	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	Town of Davie	750	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Dania Beach	350	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Deerfield Beach	1352	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Fort Lauderdale (2)	14000	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Hallandale Beach (3)	1000	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Lake Worth Beach	525	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Lauderhill	1825	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of North Lauderdale	670	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of North Miami	1150	\$ 448.38	\$ 493.22	\$ 542.54
Lhoist	Village of Palm Springs	600	\$ 451.23	\$ 496.36	\$ 545.99
Lhoist	Village of Palm Springs	600	\$ 451.23	\$ 496.36	\$ 545.99
Lhoist	City of Pompano Beach	2200	\$ 446.95	\$ 491.65	\$ 540.00
Lhoist	City of Riviera Beach	1200	\$ 451.23	\$ 496.36	\$ 545.99
Lhoist	City of Sunrise	2500	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Sunrise	500	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	Village of Wellington	1330	\$ 449.79	\$ 494.77	\$ 544.25

TABLE 2 -- TYPE 1A – Foundry/ Rice Lime					
Lhoist	City of Delray Beach	3650	\$ 446.95	\$ 491.65	\$ 540.81

Lhoist	City of Hollywood	2400	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Margate	2000	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of North Miami Beach	3000	\$ 448.38	\$ 493.22	\$ 542.54
Lhoist	City of Pembroke Pines	4200	\$ 446.95	\$ 491.65	\$ 540.81
Lhoist	City of Tamarac	1500	\$ 446.95	\$ 491.65	\$ 544.25
Lhoist	City of West Palm Beach	5200	\$ 449.79	\$ 494.77	\$ 544.25

TABLE 3 -- TYPE 2 -- Hi CAL Granular					
Lhoist	City of Hollywood	5550	\$ 540.55	\$ 594.61	\$ 654.07
Carmeuse Lime & Stone	City of Hollywood	5550	\$ 475.00	\$ 498.75	\$ 523.68

Carmeuse Lime & Stone declined to bid on any items other than Table 3 - Type 2 - Hi Cal Granular

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

LHOIST NORTH AMERICA OF ALABAMA, LLC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Lhoist North America of Alabama, LLC., an Alabama corporation with principal offices located at 5600 Clearfork Main Street, Suite 300, Fort Worth, Texas 76109 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

3.3 Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

5.1 Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

5.2 In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

5.2.1 Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 Adjustment of Price for the Effects of Government Action: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 Hardship: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 Pricing for Subsequent Renewal Terms: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.

7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

8 Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. 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 City and Contractor 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 City's and the Contractor's responsibility to indemnify.
- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any 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 Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or 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 had 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.

11 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

12 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Lhoist North America of Alabama, LLC.
Dr. Phillip Niemann, President / CEO
5600 Clearfork Main Street, Suite 300
Fort Worth, Texas, 76109

13 Termination

- 13.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 13.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

- 14.1** Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.
- 14.3** Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

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

17 Venue

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 is fixed in Broward County, Florida.

18 Signatory Authority

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

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

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

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. 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. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant 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. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the 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. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez

Michelle J. Gomez, Mayor

10/12/2023

Date

[Signature]
Levent Sucuoglu, City Manager

10/12/23

Date

Approved as to form and legal sufficiency:

[Signature]

Hans Ottinot, City Attorney

Date

Lhoist North America of Alabama, LLC.

Company Name

[Signature]
Signature of Dr. Philipp Niemann,
President/CEO

Dr. Philipp Niemann

Name of President/CEO

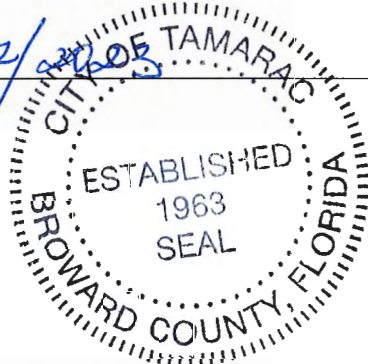
Date

ATTEST:

for [Signature]
Kimberly Dillon, CMC
City Clerk

Date

10/12/2023



ATTEST:

[Signature]

Signature of Corporate Secretary

Kenneth Cortez

Type/Print Name of Corporate Secy.

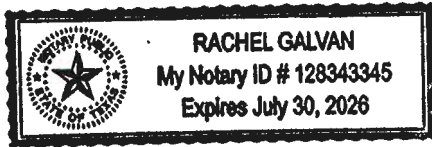
(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF Texas :
COUNTY OF Tarrant : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Philipp Niemann, of Host North America of Alabama, LLC a AL LLC Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 21st day of September, 2023.



Rachel Galvan
Signature of Notary Public
~~State of Florida at Large~~
State of Texas

Print, Type or Stamp
Name of Notary Public

☒
☐

Personally known to me or
Produced Identification

Type of I.D. Produced

☐

DID take an oath, or

☒

DID NOT take an oath.

APPENDIX A

CONTRACTOR PASS REQUEST

**THIS FORM IS AVAILABLE ON THE CITY'S ELECTRONIC SOLICITATION SITE,
BIDS & TENDERS, AND BIDDERS MUST PROVIDE INFORMATION IN THE
DESIGNATED AREA WITHIN THE BID DOCUMENT. (BIDDER MAY ADD
ADDITIONAL ROWS.)**

Vendor Name: Southern Tank Transport

Vendor Address:

800 W McNab RD 1789 Gardner Blvd
Fort Lauderdale, FL 33309 Holly Hill, SC 29059

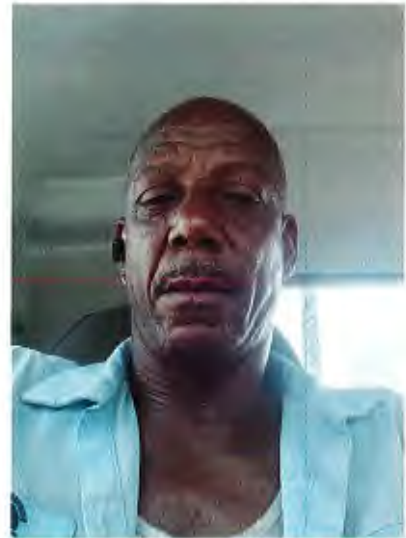
Vendor Contact Name: Matthew Sweatman

Vendor Contact Phone Number: 803-971-2860

List of Contractor Employees Requiring Entry to Facilities

(Attach copy of Picture Identification for all persons listed below)

Name	Work to be Performed
Glover Gilley	Pump line from pneumatic tanks
Hayden Gayle	
Franklyn Ulysses	
Santos George	
Jody Gardner	Pump line from pneumatic tanks



Contract Exhibit A - Schedule of Prices

AGENCY	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
Table 1 -- TYPE 1 - Pebble Lime			
City of Boynton Beach	\$ 446.95	\$ 491.65	\$ 540.81
Broward County Dist. 1	\$ 446.95	\$ 491.65	\$ 540.81
Broward County Dist. 2	\$ 446.95	\$ 491.65	\$ 540.81
City of Coral Springs (1)	\$ 446.95	\$ 491.65	\$ 540.81
Town of Davie	\$ 446.95	\$ 491.65	\$ 540.81
City of Dania Beach	\$ 446.95	\$ 491.65	\$ 540.81
City of Deerfield Beach	\$ 446.95	\$ 491.65	\$ 540.81
City of Fort Lauderdale (2)	\$ 446.95	\$ 491.65	\$ 540.81
City of Hallandale Beach (3)	\$ 446.95	\$ 491.65	\$ 540.81
City of Lake Worth Beach	\$ 446.95	\$ 491.65	\$ 540.81
City of Lauderhill	\$ 446.95	\$ 491.65	\$ 540.81
City of North Lauderdale	\$ 446.95	\$ 491.65	\$ 540.81
City of North Miami	\$ 448.38	\$ 493.22	\$ 542.54
Village of Palm Springs	\$ 451.23	\$ 496.36	\$ 545.99
Village of Palm Springs	\$ 451.23	\$ 496.36	\$ 545.99
City of Pompano Beach	\$ 446.95	\$ 491.65	\$ 540.00
City of Riviera Beach	\$ 451.23	\$ 496.36	\$ 545.99
City of Sunrise	\$ 446.95	\$ 491.65	\$ 540.81
City of Sunrise	\$ 446.95	\$ 491.65	\$ 540.81
Village of Wellington	\$ 449.79	\$ 494.77	\$ 544.25
TABLE 2 -- TYPE 1A -- Foundry/ Rice Lime			
City of Delray Beach	\$ 446.95	\$ 491.65	\$ 540.81
City of Hollywood	\$ 446.95	\$ 491.65	\$ 540.81
City of Margate	\$ 446.95	\$ 491.65	\$ 540.81
City of North Miami Beach	\$ 448.38	\$ 493.22	\$ 542.54
City of Pembroke Pines	\$ 446.95	\$ 491.65	\$ 540.81
City of Tamarac	\$ 446.95	\$ 491.65	\$ 544.25
City of West Palm Beach	\$ 449.79	\$ 494.77	\$ 544.25

APPENDIX B

2023 TRUCK FUEL SURCHARGE SCALE

Truck Fuel Surcharges are a percentage of the truck freight rate for product movement from the bidder's distribution origin to the customer's site. Truck Fuel Surcharges are subject to change quarterly.

- The percentage of the Monthly Truck Fuel Surcharge is computed by determining the Department of Energy's DOE Retail On-Highway Diesel Price – US Average index may be found at: published on the 3rd Monday of the last month of the quarter. DOE Diesel Prices may be found at the following website: <https://www.eia.gov/petroleum/gasdiesel/>
- Percentages change .5% for every \$0.05 per gallon price change

DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE	DIESEL FUEL PRICE NATIONAL AVERAGE	FS = % OF FREIGHT RATE
\$1.75	0.00%	\$3.00	13.00%
\$1.80	1.00%	\$3.05	13.50%
\$1.85	1.50%	\$3.10	14.00%
\$1.90	2.00%	\$3.15	14.50%
\$1.95	2.50%	\$3.20	15.00%
\$2.00	3.00%	\$3.25	15.50%
\$2.05	3.50%	\$3.30	16.00%
\$2.10	4.00%	\$3.35	16.50%
\$2.15	4.50%	\$3.40	17.00%
\$2.20	5.00%	\$3.45	17.50%
\$2.25	5.50%	\$3.50	18.00%
\$2.30	6.00%	\$3.55	18.50%
\$2.35	6.50%	\$3.60	19.00%
\$2.40	7.00%	\$3.65	19.50%
\$2.45	7.50%	\$3.70	20.00%
\$2.50	8.00%	\$3.75	20.50%
\$2.55	8.50%	\$3.80	21.00%
\$2.60	9.00%	\$3.85	21.50%
\$2.65	9.50%	\$3.90	22.00%
\$2.70	10.00%	\$3.95	22.50%
\$2.75	10.50%	\$4.00	23.00%
\$2.80	11.00%	\$4.05	23.50%
\$2.85	11.50%	\$4.10	24.00%
\$2.90	12.00%	\$4.15	24.50%
\$2.95	12.50%	\$4.20	25.00%

ATTACHMENT A: PARTICIPATING AGENCIES				
Below is a list of the agencies participating in this bid and their respective delivery locations:				
AGENCY	DELIVERY ADDRESS	CITY / STATE / ZIP	CONTACT	PHONE / EMAIL
Type 1 - Pebble Lime				
City of Boynton Beach	124 E. Woolbright Road	Boynton Beach, FL: 33435	William Newsome	561-7426593 NewsomeW@bbfl.us
Broward County Dist. 1A	3701 N. State Road 7	Lauderdale Lakes, FL: 33319	Pedro Berrios	954-831-4115 Office 954-553-0653 Mobile pberrios@broward.org
Broward County Dist. 2A	1390 NE 50th Street	Deerfield Beach, FL: 33064	Jose Otero	954-831-4115 Office 954-234-1034 Cell jotero@broward.org
City of Coral Springs	3800 NW 85th Avenue	Coral Springs FL: 33065	Alvan Jones	954-345-2160 ajones@coralsprings.org
City of Dania Beach	1201 Stirling Road	Dania Beach, FL 33004	Nate Costa	954-924-6808 ext. 3616 ncosta@daniabeachfl.gov
Town of Davie	3500 NW 76th Ave	Hollywood, FL: 33024	Anand Maharaj	954-327-3748
City of Deerfield Beach	290 Goolsby Blvd.	Deerfield Beach, FL: 33442	Bakari Scott	954-480-4368 bscott@deerfieldbeach.com
City of Ft. Lauderdale	949 NW 38th Street	Ft. Lauderdale, FL:	Cesar Alza	954-828-7865 calza@fortlauderdale.gov
City of Hallandale Beach	630 NW 2nd. Street	Hallandale Beach, FL: 33009	J. Fawcett	954-457-1632 jfawcett@cohb.org
City of Lake Worth Beach	301 College Street	Lake Worth Beach: FL	Garry Baker II	561-586-1713 gabaker@lakeworthbeachfl.gov
City of Lauderhill	2101 NW 49th Avenue	Lauderhill, FL:	Marc Celetti	954-730-3057 mceletti@lauderhillfl.gov
City of North Lauderdale	841 NW 71st. Avenue	North Lauderdale: FL 33068	Neil Buckeridge	954-597-4757 nbuckeridge@nlauderdale.org
City of North Miami	12098 NW 11th Avenue	North Miami, FL:		
Village of Palm Springs	360 Davis Road	Palm Springs, FL: 33461	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
Village of Palm Springs	5618 Basil Drive	Boynton Beach, FL: 33435	David Burgin	561-584-8200 ext. 8718 dburgin@vpsfl.org
City of Pompano Beach	301 NE 12th Street	Pompano Beach		954-545-7018
City of Riviera Beach	800 W. Blue Heron Blvd.	Riviera Beach, FL: 33404	David Salas	561-723-2741
City of Sunrise	15400 Watermill Road	Davie, FL: 33331	Hugo Alagic	954-572-2427 halagic@sunrisefl.gov
City of Sunrise	4350 springtree Drive	Sunrise, FL: 33351	Jose Alvarez	954-572-2427 jalvarez@sunrisefl.gov
Village of Wellington	1100 Wellington Trace	Wellington, FL: 33414	Mike Zembrzusi	561-791-4128 mzembrzusi@wellingtonfl.gov
Type 1A - Foundry / Rice Lime				
City of Delray Beach	201 SW 7th Street	Delray Beach, FL: 33444	Bryan Heller	561-531-0817 hellerb@mydelraybeach.com
City of Hollywood	3441 Hollywood Blvd.	Hollywood, FL: 33021	Luis Montoya	954-967-4230 lmontoya@hollywoodfl.org
City of Margate	980 NW 66th Ave.	Margate, FL: 33063	Richard Uber	954-972-0828 ruber@margate.com
City of North Miami Beach	19150 NW 8th Ave.	Miami Gardens, FL: 33169	Carlos Carrazana	786-586-8395 carlos.carrazana@citynmb.com
City of Pembroke Pines	7960 Johnson Street	Pembroke Pines, FL:	Michael Cepeda	754-260-4505 michael.cepeda@jacobs.com
City of Tamarac	7803 NW 61st. Street	Tamarac, FL: 33321	Anthony Licata	954-597-3775 / 3777 anthony.licata@tamarac.org
City of West Palm Beach	1009 Banyan Blvd.	West Palm Beach, FL: 33401	Lester Galloway / Sandra Feliciano	561-351-4555 lgalloway@wpb.org 561-822-2290 sfeliciano@wpb.org

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

CARMEUSE LIME AND STONE, INC.

THIS AGREEMENT is made and entered into this 11th day of OCTOBER, 2023 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Carmeuse Lime and Stone, Inc., a Pennsylvania corporation with principal offices located at 11 Stanwix Street, 21st. Floor, Pittsburgh, Pennsylvania, 15222 (the "Contractor") to provide for Furnishing, Delivery and Discharge of Quicklime.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 23-36B, "Furnish, Deliver and Discharge Quicklime", including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement; and Contract Exhibit A, which is a schedule of delivered pricing for individual delivery locations. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Bid Document No. 23-36B, "Furnish Deliver and Discharge Quicklime", as issued by the City, and the Contractor's Proposal, Bid Document No. 23-36B, as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to Furnish, Deliver and Discharge Quicklime in accordance with the Technical Specifications, terms and conditions contained in Bid Document 23-36B, "Furnish, Deliver and Discharge Quicklime".

2.1.2 Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the Contractor's expense.

2.1.3 Contractor shall comply with any and all Federal, State, and local laws and

regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

- 2.1.4 Contractor shall be required to complete and provide the "Contractor Pass Request Form" (See attached Appendix A to Bid Document No. 23-36B), with photo identification of all personnel authorized to be on premises at City delivery sites. This form will be sent to the awarded vendor(s) with the notification of award letter.
- 2.1.5 Personnel additions and/or deletions shall be reported to the City's designated representative in writing, via fax to a number to be provided by the using agency, within twenty four (24) hours of the personnel change, by modification of the names submitted on the original Contractor Pass Request Form.
- 2.1.6 All personnel shall check-in with the Security Guard or Operator on duty immediately upon arrival at any delivery location. Photo identification, purpose of visit, and name of City staff contact, shall be required for entry.
- 2.1.7 Contractor shall ensure that only authorized Contractor employees and/or authorized City personnel shall have access to Contractor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Contractor shall not admit any unauthorized personnel onto any work site. Contractor will not release, discuss or share any information on systems, equipment and/or operations, to any non-City personnel.
- 2.1.8 Upon leaving premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

3. Insurance

- 3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, Builder's Risk and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured and shall list the City as the Certificate Holder. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies. Insurance limits are outlined below:

- General Liability - \$1M per occ. / \$2M aggregate
- Automobile – \$1M per occ. / \$1M aggregate
- Workers Comp – Statutory

- 3.3** Contractor shall at a minimum, provide the level of coverage provided for in Section 3.2 of this Agreement to any other organization in the Southeast Florida Governmental Purchasing Cooperative, and shall provide those agencies with their own Certificate of Insurance to validate coverage for their entity.

4. Term

The contract term shall be for an initial period of three (3) years, beginning November 1, 2023. The City reserves the right to renew the contract for one additional three (3) year period or up to three (3) additional (1) year periods, whichever is in the best interest of the City and the Southeast Florida Governmental Purchasing Cooperative providing all parties agree to the extension and renewal terms. In the event that the agreement is set to expire, and no replacement agreement is in place, the Agreement shall continue on a month-to-month basis until a new Agreement is in place for a period of not to exceed six (6) months from the original date of scheduled expiration.

5. Contract Sum

The Contract Sum for the above work for entities listed in Contract Exhibit A (UNIT PRICING PROVIDED IN BID) shall be based on delivered cost per ton, F.O.B. Destination. The Contract sum includes all labor, materials and freight charges for the job also known as Bid No. 23-36B, "Furnish, Deliver, and Discharge Quicklime" for the Southeast Florida Government Purchasing Cooperative entities listed in Contract Exhibit A. All Terms and Conditions, except product price, freight, transfer, and rail and truck fuel surcharges shall remain firm through the term of the contract, Pricing shown in Contract Exhibit A for the initial year of the Agreement shall be firm for the period from November 1, 2023 through October 31, 2024; Pricing shown in Contract Exhibit A for the second year of the Agreement shall be firm for the period from November 1, 2024 through October 31, 2025 and Pricing shown in Contract Exhibit A for the third year of the Agreement shall be firm from November 1, 2025 through October 31, 2026.

- 5.1** Contract Pricing shall be based on delivered cost per ton. The Contract sum includes all labor, materials and freight charges pricing shall be firm for the as indicated in Exhibit A for each year of the contract for the periods from November 1, 2023 through October 31, 2024; November 1, 2024 through October 31, 2025 and November 1, 2025 through October 31, 2026.

- 5.2** In consideration of fluctuations in fuel prices, the City will allow rail and trucking fuel surcharges during the term of the contract. Such surcharges shall be updated quarterly with notice being provided to the City as detailed in Section 5.2.3 herein.

- 5.2.1** Rail Surcharge – The rail fuel surcharge rate will be based on actual contracts, invoices or published rates of the contractor's rail carrier. Contractor shall provide documentation regarding the rail carrier's pricing as a part of the request for an adjustment to the rail surcharge. No surcharge will be applied on top of another one. The Bidder should provide a rail fuel surcharge schedule as part of their bid submittal in the area provided in Appendix B herein.

5.2.2 Trucking Surcharge - The truck fuel surcharge rate will be based on the Trucking Fuel Surcharge Scale contained in Appendix B herein, which shall be determined by referencing the Retail On-Highway Diesel Price – U.S. Average, as published by the U.S. Department of Energy, Energy Information Administration (DOE) for the third Monday of the final month of each quarter. The truck fuel surcharge will be applied to the base contract price per ton of quicklime transported effective with the start of the next quarter. No surcharge will be applied on top of another one. The bidder shall utilize the trucking fuel surcharge scale included in Appendix B as a basis for adjustment, and surcharge adjustments will be based on that scale. The DOE Retail On-Highway Diesel Price – US Average index may be found at: http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp.

5.2.3 The City acknowledges that Contractor's rail and truck carriers adjust fuel surcharges monthly. The Contractor will apply fuel surcharges for each quarter based on the amount of the rail and truck fuel surcharges in effect for the month preceding the quarterly price change as calculated in accordance with Section 5.2 of this Agreement, utilizing Appendix B to the original bid #23-36B. At the end of each quarter, the Contractor will process a "true up" by comparing the actual monthly rail and truck fuel surcharges for the quarter to the rail and truck fuel surcharges implemented at the time of the quarterly price change. Based on this comparison, the Contractor will issue the City a credit or debit that represents the variance.

5.2.4 Cost adjustments, in all cases, shall reflect only a direct pass-through of costs, and no changes to the Contractor's profit margin shall be permitted. The City and the Contractor may also utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases.

5.3 Adjustment of Price for the Effects of Government Action: Notwithstanding anything else contained herein to the contrary, the price shall be adjusted for all costs incurred by Supplier hereunder in order to comply with any Federal, State or local law, regulation or order enacted, changed or amended after the Effective Date including, without limitation, fuel and other taxes, laws, regulations or orders relating to health, safety, conservation, reclamation, environmental protection, pollution control and air, water and soil standards but specifically excluding any and all income taxes. Supplier warrants that, to its knowledge, it is currently in compliance with all applicable laws, regulations or orders (except where noncompliance would not have a material adverse effect on Supplier's performance under this Agreement), and the costs incurred hereunder for such compliance whether or not actually incurred have been included in the initial price. In the event that any Federal, State or local law, regulation or order is enacted, changed or amended after the date of this Agreement, Supplier shall determine prospectively the cost per ton to Supplier of complying with such laws, regulations or orders and advise Purchaser of such costs, verified by adequate supporting documentation. The amount so determined shall be added to the payment price as an adjustment to become effective as and when such costs are incurred by Supplier. When the actual costs are known, Supplier shall provide Purchaser with appropriate data showing net effect of change. This data shall be subject to

Purchaser's audit. For this audit Supplier shall produce evidence of actual costs within twelve months from institution of the additional charge and will either invoice or credit Purchaser as appropriate for the difference between Supplier's initial assessment and the results of the final determination of the audit.

5.4 Hardship: Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

5.5 Pricing for Subsequent Renewal Terms: Contractor shall propose pricing for renewal terms which shall be submitted to the City at least sixty (60) calendar days prior to the expiration of the initial contract term. Contractor shall include with the price proposal, justification and back-up materials which shall be used to validate any price increase. Contractor may utilize recognized government/industry indices or combination of indices to be mutually agreed upon by the City and Contractor, when determining price increases. Additionally, Contractor may include copies of correspondence and invoices from suppliers of material, services and transportation providers which may include, but not be limited to any additional documentation which will provide validation for such increases. Contractor shall also offer the City any decreases which may apply at the time of contract renewal. Under no circumstances will the City allow for any increase to Contractor's profit at the time of renewal. Increases shall reflect a direct pass-through of any applicable costs.

6 Payments

A monthly payment will be made for work that is completed, accepted and properly invoiced. The City shall pay the Contractor for work performed subject to the specifications of Bid 23-36B. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII; Chapter 218.

7 Conditions of Material & Warranties

- 7.1. All materials and products supplied by the Bidder in conjunction with this bid shall conform to the specifications of the bid. The City reserves the right to return the product to the Bidder and require the delivery of new product at no cost to the City.
- 7.2. Warranties. Supplier warrants that the Product shall conform to the specifications set forth herein and shall be free and clear of all liens and other encumbrances. SUPPLIER MAKES NO FURTHER WARRANTIES

OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY INTENDED USE OR PURPOSE.

7 Indemnification

- 8.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.
- 8.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
 - ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 8.3** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. 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 City and Contractor 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 City's and the Contractor's responsibility to indemnify.
- 8.4** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8 Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status,

sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9 Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any 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 Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or 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 had 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.

10 Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11 Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue

Tamarac, FL 33321

With a copy to the City Attorney at the same address:

CONTRACTOR

Carmeuse Lime and Stone, Inc.

Yves Willems, President / CEO

11 Stanwix Street, 21st. Floor

Pittsburgh, Pennsylvania, 15222

12 Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

14 Uncontrollable Forces

14.1 Neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.3 Hardship. Notwithstanding anything else contained herein to the contrary, if extraordinary circumstances beyond a party's reasonable control significantly increase the cost of performance by such party of its obligations hereunder, upon

the request of the adversely affected party, the parties shall seek to adjust the conditions of this Agreement in order to reasonably alleviate the effect of such extraordinary circumstances upon the affected party. If the parties do not reach an agreement with regard to adjusted conditions occasioned by such extraordinary circumstances within thirty (30) days following the notification of the request, the party adversely affected by the extraordinary circumstances shall have the right, at its sole discretion, to terminate this Agreement upon thirty (30) days' notice to the other party.

15 Limitation of Liability

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, OR DEFAULT IN THE PERFORMANCE HEREOF, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), WARRANTY OR ANY OTHER LEGAL THEORY. SUPPLIER'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO REPLACEMENT OF NON-CONFORMING PRODUCT OR REIMBURSEMENT OF THE PURCHASE PRICE FOR SUCH NON-CONFORMING PRODUCT

16 Agreement Subject to Funding

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

17 Venue

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 is fixed in Broward County, Florida.

18 Signatory Authority

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

19 Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20 Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21 No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22 Scrutinized Companies -- 287.135 AND 215.473

22.1 By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above.

22.2 Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23 Public Records

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

23.1.1 Keep and maintain public records required by the City in order to perform the service;

23.1.2 Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records

to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

23.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

23.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

23.2 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

24 E-Verify Compliance

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Consultant and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. 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. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement. City, Consultant, or any subcontractor/subconsultant 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. City, upon good faith belief that a subcontractor knowingly violated the provisions of this section; but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subcontractor.

An agreement or contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any agreement or contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Consultant acknowledges that upon termination of this Agreement by the 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. Consultant or subcontractor shall insert in any subcontracts the clauses set forth in this section; requiring the subcontractors to include these clauses in any lower tier subcontracts. Consultant shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

25 Public Records Custodian

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

**CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG**

TAMARAC

The City For Your Life

City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President / CEO duly authorized to execute same.

CITY OF TAMARAC

Michelle J. Gomez
Michelle J. Gomez, Mayor

10/12/2023
Date

Levent Sucuoglu
Levent Sucuoglu, City Manager

10/12/23
Date

ATTEST:

Kimberly Dillon, CMC
Kimberly Dillon, CMC
City Clerk

10/12/2023
Date

Approved as to form and legal sufficiency:

Hans Ottinot
Hans Ottinot, City Attorney

10/13/23
Date

ATTEST:

Signature of Corporate Secretary

Nicholas Bonarrigo
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Carmeuse Lime and Stone, Inc.

Company Name

Signature of Yves Willem, President / CEO

Yves Willem
Name of President / CEO

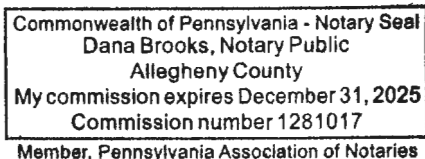
9/20/23
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Pennsylvania :
COUNTY OF Allegheny : SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Jonathon Bright, of Carmeuse Lime & Stone, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 20th day of September, 2023



[Signature]
Signature of Notary Public
State of Pennsylvania at Large

Dana Brooks
Print, Type or Stamp
Name of Notary Public

☒ Personally known to me or
☐ Produced Identification

[Signature]
Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an oath.

Exhibit A - Schedule of Prices

AGENCY	ANNUAL USAGE	DELIVERED PRICE PER TON YEAR 1	DELIVERED PRICE PER TON YEAR 2	DELIVERED PRICE PER TON YEAR 3
City of Hollywood	5550	\$ 475.00	\$ 498.75	\$ 523.68



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)

12/22/2022

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1356795 Carmeuse Lime, Inc. and all subsidiaries 11 Stanwix Street, 21st Floor Pittsburgh PA 15222	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : State National Insurance Company, Inc.		12831
	INSURER B : National Union Fire Ins Co Pitts. PA		19445
	INSURER C : AIU Insurance Company		19399
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES CARMU

CERTIFICATE NUMBER: 12043280

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	RDN-11242-CGX	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B C	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	8682553 (AOS) 8682554 (VA) 8682555 (MA)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$		N	RDN-11243-UMX	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
C C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC 067713193 (AOS) WC 067713192 (WI)	1/1/2023 1/1/2023	1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CITY OF TAMARAC IS ADDITIONAL INSURED UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION See Attachment

12043280
CITY OF TAMARAC
ATTN: KEITH K. GLATZ
7525 NW 88TH AVENUE
TAMARAC FL 33321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF TAMARAC ATTN: KEITH K. GLATZ
7525 NW 88TH AVENUE
TAMARAC FL 33321

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **12043280**.

•Email: STL-edelivery@lockton.com

•Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF DIRECTORS OF
CARMEUSE LIME & STONE, INC.**

The undersigned, being all of the members of the Board of Directors of Carmeuse Lime & Stone, Inc., a Delaware Corporation (the “**Corporation**”), do hereby vote for, consent to, authorize and adopt the following resolutions by unanimous written consent pursuant to Section 141(f) of the Delaware General Corporation Law, with the same force and effect as if the undersigned had been present at a meeting of the Board of Directors of the Corporation and had voted for the same:

WHEREAS, the Corporation desires to restate its entire list of officers in order to reflect changes in the management of the Corporation;

RESOLVED, that the following persons be, and they hereby are, elected to the offices set forth opposite their names below and to hold such offices until their successors have been duly elected and qualified:

Yves Willems	President and CEO
Jack Fahler	Chief Operating Officer
Jose Voisin	Chief Information Officer
Jonathan Bright	Vice President, Finance
Jeff Bittner	Senior Vice President, Operations
Melissa Croll	Vice President, Human Resources
Alain Baert	Vice President, Engineering
Phil Piggott	Vice President, Sales and Marketing
Eric Segal	Vice President, Supply Chain
Mary D. Colin	Treasurer, Assistant Secretary
Nicholas Bonarrigo	VP Legal and Environmental, General Counsel and Secretary
David Mikan	Tax Director

RESOLVED, that the above elected officers do hereby replace and supplant the previous officers of the Corporation, and the elected officers do hereby commence to serve as officers of the Corporation from the date hereof;

RESOLVED, that the officers of the Corporation be, and they hereby are, authorized to do or cause to be done any and all such acts and things and execute and deliver any and all documents and papers as they may deem necessary or appropriate to carry out the purposes of the foregoing resolutions;

RESOLVED, that a copy of this Unanimous Written Consent of the Board of Directors be delivered to the Secretary of the Corporation with direction that it be filed and maintained with the corporate records of the Corporation.

IN WITNESS WHEREOF, the undersigned have executed this Unanimous Written Consent of the Board of Directors as of the 1st Day of January, 2023.

DocuSigned by:
Yves Willems
14219454F50F470...

Yves Willems

DocuSigned by:
Jack Fahler
47303B4F1649492...

Jack Fahler

Being all the Directors of Carmeuse Lime & Stone, Inc.



City of Dania Beach Public Services Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Deputy Director/City Engineer

**SUBJECT: APPROVAL TO UTILIZE THE SOUTHEAST FLORIDA GOVERNMENT
CO-OP CONTRACT WITH ALLIED UNIVERSAL AND TO EXCEED THE
CITY VENDOR THRESHOLD OF \$50K**

Request:

The Public Services Department (PSD) is requesting approval to utilize the South Florida Governmental Purchasing Cooperative Group Contract BID No. Event 139 with Allied Universal Corp. BID No. Event 139 to purchase sodium hypochlorite chemicals for the Water Treatment Plant (WTP). This contract is effective September 1, 2023, through August 31, 2025, with two one-year renewal options. PSD is also requesting approval to exceed the City's single vendor annual purchasing threshold of \$50,000 for each year the contract is in place.

Background:

PSD utilizes Allied Universal Corp. under the Southeast Florida Government Co-op Contract to supply the City with sodium hypochlorite at a low cost. These chemicals are used in WTP operations to disinfect the raw water supply during the treatment process.

Budgetary Impact

PSD recommends the approval to utilize the South Florida Governmental Purchasing Cooperative Group Contract BID No. Event 139 "Sodium Hypochlorite (Co-Op) with Allied Universal and to allow exceeding the annual single vendor purchasing amount threshold of \$50,000.

Recommendation

PSD recommends the approval to utilize the South Florida Governmental Purchasing Cooperative Group Contract BID No. Event 139 "Sodium Hypochlorite (Co-Op) with Allied Universal and to allow exceeding the annual single vendor purchasing amount threshold of \$50,000.

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 UNDER THE CITY OF FORT LAUDERDALE CONTRACT ITB NO. 12525-312, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE PURCHASING GROUP, FOR SODIUM HYPOCHLORITE WITH ALLIED UNIVERSAL, CORP., VALID THROUGH AUGUST 31, 2025, AND TO EXCEED THE ANNUAL VENDOR TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); AUTHORIZING SUCH PURCHASES TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' 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 and is authorized to do so if a resolution is adopted in advance by the City Commission and if such purchases are made pursuant to a competitive bid obtained in the last eighteen (18) months by other government agencies such as the federal government, State of Florida, or a Florida municipality or county, or multiple agencies forming a co-op; and

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

WHEREAS, the Public Services Department utilizes Allied Universal Corporation and deems it favorable to purchase sodium hypochlorite from this source for its Water Treatment Plant's process; and

WHEREAS, the cost of the services will exceed the annual vendor threshold amount of Fifty Thousand Dollars (\$50,000.00) in a single fiscal year and therefore, City Commission authorization is needed; and

WHEREAS, the Public Services Department is seeking authorization from the City Commission to enter into an Agreement to utilize the City of Fort Lauderdale Contract No. ITB #12525-312, through the Southeast Florida Governmental Purchasing Cooperative Group, effective through August 31, 2025, with Allied Universal Corp. for the purchase of sodium hypochlorite which Agreement is attached as Exhibit “A”, and which is made a part of and is incorporated into this Resolution by this reference; authorization is also being requested to exceed the City’s threshold of Fifty Thousand Dollars (\$50,000.00) for a single vendor for fiscal year 2024/25.

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 to be true and correct and are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the Public Services Department to utilize the City of Fort Lauderdale Contract No. ITB #12525-312, through the Southeast Florida Governmental Purchasing Cooperative Group, with Allied Universal Corp., for the purchase of sodium hypochlorite in an amount that exceeds the Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024/25.

Section 3. That expenditure of funds will be appropriated from the Water Treatment Plant Chemical Account No. 401-33-03-533-52-40.

Section 4. 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 BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND ALLIED UNIVERSAL CORP., TO PURCHASE SODIUM HYPOCHLORITE UNDER THE CITY OF FORT LAUDERDALE, FLORIDA, ITB #12525-312, THROUGH THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP.

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 Allied Universal Corp., (“Vendor”), a Florida corporation with an address of 3901 NW 115 Avenue, Miami, Florida 33178, contact Cristhianne Mungia, email CristhianneM@allieduniversal.com.

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

1. The current contract issued under ITB #12525-312, between the City of Fort Lauderdale and the Vendor, a copy of which is attached as Exhibit “A”, and made a part of and is incorporated into this Agreement by this reference, shall be considered a part of this Agreement between the City and the Vendor; provided, however, that if Vendor contracts with any other governmental agency in Florida and service rates are lower than those afforded to any entity for such purchases, then Vendor shall provide such lower rates to the City.
2. The current Agreement between the City of Fort Lauderdale, through the Southeast Florida Governmental Purchasing Cooperative Group, and the Vendor expires on August 31, 2025. Should the City of Fort Lauderdale extend the underlying contract with the Vendor, the City shall also be able to use the extended contract for the duration of the extension.
3. Any reference to the City of Fort Lauderdale throughout Exhibit A is replaced with the City of Dania Beach.
4. 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

Vendor: Ms. Cristhianne Mungia
Allied Universal Corp.
3901 NW 115 Avenue
Miami, Florida 33178

5. Any insurance policy required pursuant to Exhibit A, would name the City of Dania Beach as additional insured. A copy of the insurance certificate shall be provided to the City of Dania Beach upon execution of this piggyback agreement.
6. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

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

**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

EVE A. BOUTSIS, CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

VENDOR:
Allied Universal Corp.
a Florida corporation

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

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 _____ (name), _____ (title), of Allied Universal Corp., a Florida corporation, who is personally known to me or has produced _____ as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. Event 139

Description/Title: Sodium Hypochlorite (Co-Op)

Initial Contract Term: Start Date: 9/1/2023 End Date: 8/31/2025

Renewal Terms of the Contract: Two (2) Renewal Options for One (1) year
(No. of Renewals) (Period of Time)

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

Renewal No. Start Date: End Date:

SECTION #1 VENDOR AWARD

Vendor Name: Allied Universal Corp

Vendor Address: 3901 NW 115th Ave Miami, FL 33178

Contact: Cristhianne Mungia

Phone: 305-888-2623 ext 0125 Fax:

Cell/Pager: Email Address: CristhianneM@allieduniversal.com

Website: FEIN:

SECTION #2 AWARD/BACKGROUND INFORMATION

Award Date: 8/22/2023 Resolution/Agenda Item No.: CAM# 26-0653

Insurance Required: Yes Y No

Performance Bond Required: Yes N/a No

SECTION #3 LEAD AGENCY

Agency Name: City Of Fort Lauderdale

Agency Address: 100 N Andrews Ave, Fort Lauderdale, FL 33301

Agency Contact: Stefan Mohammed Email smohammed@fortlauderdale.gov

Telephone: 954-326-6378 Fax:

COMMODITIES CONTRACT AWARD

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DIVISION

Contract Name
Sodium Hypochlorite (Co-Op)

Contract No.	Initial Period Covered	Event No.
497	9/1/2023 – 8/31/2025	139

Awarded Vendor:	Terms:
Allied Universal Corp. 3901 NW 115 th Ave Miami, FL 33178 Attn: Cristhianne Mungia Tel: 305-888-2623 ext 0125 Email: CristhianneM@allieduniversal.com	P-Card Accepted? Yes

Insurance Coverage Required:	Yes
Authorized Purchases:	\$499,800
Approved by City Commission:	CAM 23-0653
Extension Options:	Yes Qty 2 / 1 -Yr Extensions

ITEMS:

Sodium Hypochlorite (Tanker load) \$1.47 per gallon

Sodium Hypochlorite (Less than tanker load)\$1.57 per gallon

Department Contract Coordinator: Mary Ann Walder (Johnston), 954-828-7843

Procurement Specialist: Stefan Mohammed, 954-326-6378

Approved by Commission CAM 23-0653 on 8/22/2023

**AGREEMENT FOR
SODIUM HYPOCHLORITE (CO-OP)**

THIS AGREEMENT, made this 23rd day of August 2021, is by and between the **City of Fort Lauderdale, a Florida municipality** (“City” or “Parties”), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **Allied Universal Corp., a Florida corporation** (“Contractor,” “Company” or “Parties”), whose address and phone number are **3901 NW 115th Avenue, Miami, Florida 33178, Phone: 954-888-2623, Email: bids@allieduniversal.com.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively “Contract Documents”) are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 12525-312, Sodium Hypochlorite (CO-OP), including any and all addenda, prepared by the City of Fort Lauderdale (“ITB” or “Exhibit A”).**
- (2) The Contractor’s response to the ITB, dated June 23, 2021 (“Exhibit B”).

All Contract Documents may also be collectively referred to as the “Documents.” In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated August 23, 2021, and any attachments.
- B. Second, Exhibit A
- C. Third, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor’s obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on **September 1, 2021 and shall end on August 31, 2023. The City reserves the right to extend the contract for two additional one-year terms**, providing all terms conditions and specifications remain the same, both Parties agree to the extension, and such extension is approved by the City. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy is due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract

Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this Section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the Work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of A-, VII or better. All insurance policies are subject to approval by the City's Risk Manager.

The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or

acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days’ notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers’ Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor’s Workers’ Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable

environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the Work, that Contractor and its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If

the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2020), as may be amended or revised, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2020), as may be amended or revised, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the Work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

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

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor 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 in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this Section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this Section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2020), as may be amended or revised.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division. **THE PARTIES EXPRESSLY AGREE TO WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL ISSUES SO TRIABLE UNDER THIS AGREEMENT.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2020), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems

of the City.

CC. Non-Discrimination

The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2020), as may be amended or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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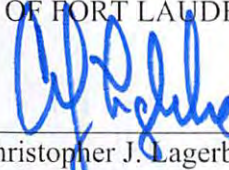
IN WITNESS WHEREOF, the City and the Contractor execute this Agreement/Contract as follows:

ATTEST:


Jeffrey A. Modarelli, City Clerk



CITY OF FORT LAUDERDALE

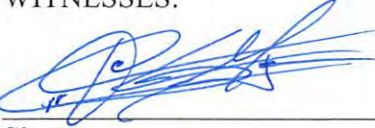
By: 
Christopher J. Lagerbloom, ICMA-CM
City Manager

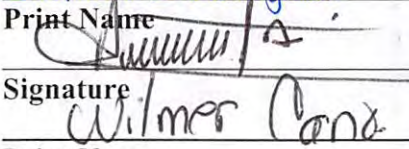
Date: August 23, 2021

Approved as to form:
ALAIN E. BOILEAU, CITY ATTORNEY

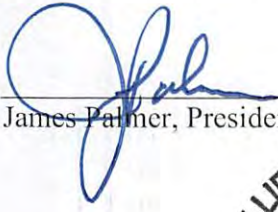
By: 
Rhonda Montoya Hasan
Assistant City Attorney

WITNESSES:


Signature
Cristhiane Munguia
Print Name


Signature
Wilmer Pena
Print Name
STATE OF Florida
COUNTY OF Miami-Dade

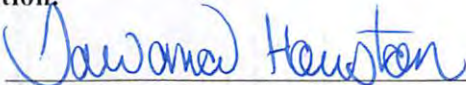
ALLIED UNIVERSAL CORP.

By: 
James Palmer, President

(CORPORATE SEAL)



The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4th day of August, 2021, by **James Palmer** as **President** for **Allied Universal Corp.**, a **Florida** corporation.


(Signature of Notary Public – State of Florida)

Tawana Houston
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced _____



Solicitation 12525-312

Sodium Hypochlorite (CO-OP)

Bid Designation: Public



City of Fort Lauderdale

Bid 12525-312

Sodium Hypochlorite (CO-OP)

Bid Number **12525-312**

Bid Title **Sodium Hypochlorite (CO-OP)**

Bid Start Date **Jun 8, 2021 4:12:09 PM EDT**

Bid End Date **Jun 25, 2021 2:00:00 PM EDT**

Question & Answer End Date **Jun 21, 2021 5:00:00 PM EDT**

Bid Contact **Stefan S Mohammed**
Senior Procurement Specialist
Finance
954-828-5351
smohammed@fortlauderdale.gov

Contract Duration **2 years**

Contract Renewal **2 annual renewals**

Prices Good for **120 days**

Bid Comments **The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.**

Added on Jun 11, 2021:
This addendum is to add the bid tabulation done on the last bid 12006-372.

All other terms, conditions and specifications remain unchanged.

Addendum # 1

New Documents **12006-372 Sodium hypochlorite bid tabulation.pdf**

Item Response Form

Item **12525-312--01-01 - Sodium Hypochlorite- Tanker Load**

Quantity **1 gallon**

Unit Price

Delivery Location **City of Fort Lauderdale**
[See ITB Specifications](#)
 See ITB Specifications
 Fort Lauderdale FL 33301
Qty 1

Description

Based on past usage, the co-op anticipates usage of 8,531,000 gallons for the two year contract. However past usage is not indicative of future usage.

Item	12525-312--01-02 - Sodium hypochlorite- Less than tanker load
Quantity	1 gallon
Unit Price	
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Based on past usage, the Co-op anticipates usage of 200,000 gallons for a two year term, however past usage is not indicative of future usage.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

City of Fort Lauderdale
Sodium Hypochlorite (CO-OP)
ITB 12525-312

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium Hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 828-5351 or email at SMohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Delivery is required within two business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

All work is to be performed during normal working hours unless requested otherwise by the participating agency. Contractor must provide name and contact information as references for facilities that have been provided the same or similar products and service.

City of Hallandale delivery instructions- delivery during daylight hour only.

Coral Springs Improvement District special delivery requirements- full safety gear when offloading chemicals.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the

City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference- N/A

2.20 Disadvantaged Business Enterprise Preference- N/A

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security- N/A

2.25 Payment and Performance Bond- N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made

- form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

2.26.12 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.26.13 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.27 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.28 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.29 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.30 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.30.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.30.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.30.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.30.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.31 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.32 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.33 Approved Equal or Alternative Product Bids- N/A

2.34 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.36 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.37 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
 Coordinate and approve all work under the contract.
 Resolve any disputes.
 Assure consistency and quality of Contractor's performance.
 Schedule and conduct Contractor performance evaluations and document findings.
 Review and approve for payment all invoices for work performed or items delivered.

2.38 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.39 Substitution of Personnel- N/A

2.40 Ownership of Work- N/A

2.41 Condition of Trade-In Equipment- N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment- N/A

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Proposer's response to this ITB.

2.44 Service Organization Controls

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.46 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.47 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.48 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.49 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. SCOPE

The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (COOP) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

2. SPECIFICATIONS AND REQUIREMENTS

Product specifications'(as per ANSI/AWWA B300 standard for Hypochlorite latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Specific gravity: at 20C -U -1,2
- Molecular weight 74.5
- Appearance: Light-yellow to green clear liquid solution Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
- 12% Solution Strength and pH range of 11 to 13

3. Standards

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects, It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and NSF certification must be provided with every delivery.

4. Clean Tank Guarantee

At any time during the performance of this Agreement, if any participating agency has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the participating agency within seven (7) days, unless such timeframe is extended by the participating agency. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the participating agency for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity

buildup in the tanks will be at the sole discretion of the participating agency. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the participating agency. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the participating agency) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the participating agency and the Contractor.

5. DELIVERY LOCATIONS, SIZE OF TANKS AND ESTIMATED ANNUAL USAGE FOR EACH PARTICIPATING AGENCY.

6. SODIUM HYPOCHLORITE- TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 4,265,500 Two-year Co-op estimated usage : **8,531,000 gallons.**

SODIUM HYPOCHLORITE- LESS THAN A TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 100,000 Two-year Co-Op estimated usage : **200,000 gallons.**

Agency/ Delivery Location	Number of Tanks	Tank Size (Gal)	Estimated Annual Usage Gallons	Special Note
City of Fort Lauderdale 1500 South State Road 7 Fort Lauderdale, FL 33317	3	11,459	170,000	
City of Cooper City 11791 SW 49 Street Cooper City, FL 33330	4	3,000	58,000	
City of Coral Springs 3800 NW 85th Avenue Coral Springs, FL 33065	2	8,000	200,000	2" male, plastic Cam-lock tank fitting
City of Dania Beach 1201 Stirling Road Dania Beach, FL 33004	3	1,500	50,000	Plastic cam lock tank fitting
City of Deerfield Beach 290 Goolsby Blvd Deerfield Beach, FL 33444	1	6,000	50,000	2" male Cam lock tank fitting

City of Delray Beach 200 SW 6th Street Delray Beach, FL 33444	2	10,000	360,000 20,000 less than tanker load	2" cam lock tank fittings
City of Hallandale Beach 630 NW 2 Street Hallandale Beach, FL 33009	3	2,500	150,000 80,000 Less than tanker load	2" Cam Lock Male PVC Fitting for tank
Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071	3	5,925	106,000	2" cam lock female tank fitting. Requires full safety gear when offloading chemicals.
Broward County Water and Wastewater Services				
3701 North State Road 7 Lauderdale Lakes, FL 33316	4	7,300	365,000	2" (poly) cam lock tank fitting
3598 West Prospect Road Fort Lauderdale, FL 33309	2	450	10,500 Partial loads to stations	
3901 NW 66th Street Fort Lauderdale, FL	2	250		
300 NW 66th Street Fort Lauderdale, FL 33309	2	450		
1390 NE 50th Street Pompano Beach, FL 33064	6	14,000	720,000	
4980 SW 40th Avenue Dania Beach, FL 33312	2	500	51,000 These will be partial loads to stations 3B, I3B9, I3B8 and 3C	
4550 SW 38th Street West Park, FL 33023	1	350		
1600 South Park Road Hollywood, FL 33021	2	450		
1751 SW 57th Avenue Hollywood, FL 33023	2	450		
2400 SW 67th Avenue Miramar, FL 33023	1	1,100		
2401 North Powerline Road Pompano Beach, FL 33069	1 1 6	2,000 5,000 6,000	800,000	

City of Boynton Beach				
5469 W Boynton Beach Blvd Boynton Beach, FL 33437	2	21,000	520,000	3" cam lock male tank fitting
1620 South Seacrest Blvd Boynton Beach, FL 33435	1	21,000		3" cam lock male tank fitting
City of Hollywood				
3441 Hollywood Blvd Hollywood, FL 33021	7	10,000	600,000	2" Cam lock fitting offload hose for tank
2400 N 68th Avenue Hollywood, FL 33024	2	500		
City of Margate				
980 NW 66th Avenue Margate, FL 33063	2	7,000	25,000	2" Bonjo female tank fitting
6630 NW 9th Street Margate, FL 33063	2 1	8,100 3,000	30,000	2" PVC Cam lock male tank fitting

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☐ MasterCard

☐ Visa

Company Name

Name (Printed)

Signature

Date

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) EIN (Optional):

Address:

City: State: Zip:

Telephone No.: FAX No.: Email:

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**):

Total Bid Discount (**section 1.05 of General Conditions**):

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

Revised 4/28/2020

Bid #12006-372 - Sodium Hypochlorite (CO-OP)Creation Date **Jul 19, 2017**End Date **Aug 11, 2017 2:00:00 PM EDT**Start Date **Jul 21, 2017 4:29:31 PM EDT**Awarded Date **Not Yet Awarded**

12006-372--01-01 Sodium Hypochlorite - Tanker Load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.498	2157356 / gallon	\$1,074,363.288	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.522	2157356 / gallon	\$1,126,139.832	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.69	2157356 / gallon	\$1,488,575.64	Y	Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

12006-372--01-02 Sodium hypochlorite - Less than tanker load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.548	180000 / gallon	\$98,640.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.68	180000 / gallon	\$122,400.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.72	180000 / gallon	\$129,600.00		Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Allied Universal Corporation [Ad]		\$1,173,003.288 (2/2 items)	
Bid Contact	Catherine Guillarmod CristyM@allieduniversal.com Ph 305-888-2623 Fax 786-522-0215	Address	3901 N.W. 115 Ave. Miami, FL 33178
Supplier Code 00002648			
Agency Notes:		Supplier Notes:	Head Attch: 

f Odyssey Manufacturing Company		\$1,248,539.832 (2/2 items)	
Bid Contact	Patrick Allman pallman@odysseymanufacturing.com Ph 813-635-0339 Fax 813-630-2589	Address	1484 Massaro Blvd. Tampa, FL 33619
Agency Notes:		Supplier Notes:	Head Attch: 

f Brenntag Mid-South Inc. [Ad]		\$1,618,175.64 (2/2 items)	
Bid Contact	Stephanie Ubach subach@brenntag.com Ph 800-876-1727	Address	250 Central Florida Parkway Orlando, FL 32824

Fax 407-851-3512

Agency Notes:

Supplier Notes:

Head
Attch:


**

Question and Answers for Bid #12525-312 - Sodium Hypochlorite (CO-OP)

Overall Bid Questions

Question 1

Can you post the last bid tab? (Submitted: Jun 11, 2021 1:23:32 PM EDT)

Answer

- Last bid tab added. (Answered: Jun 11, 2021 3:27:16 PM EDT)

Allied Universal Corporation

Bid Contact **Catherine Guillarmod**
bids@allieduniversal.com
Ph 305-888-2623
Fax 786-522-0215

Address **3901 N.W. 115 Ave.**
Miami, FL 33178

Supplier Code 00002648

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
12525-312--01-01	Sodium Hypochlorite- Tanker Load	Supplier Product Code:	First Offer - \$0.718	1 / gallon	\$0.718 Y Y
12525-312--01-02	Sodium hypochlorite- Less than tanker load	Supplier Product Code:	First Offer - \$0.78	1 / gallon	\$0.78 Y
Supplier Total					\$1.498

Allied Universal CorporationItem: **Sodium Hypochlorite- Tanker Load****Attachments**

Bid 12525-312 - Sodium Hypochlorite CO-OP_AlliedUniversalCorp..pdf

Solicitation 12525-312

Sodium Hypochlorite (CO-OP)

Bid Designation: Public



City of Fort Lauderdale

Bid 12525-312

Sodium Hypochlorite (CO-OP)

Bid Number	12525-312
Bid Title	Sodium Hypochlorite (CO-OP)
Bid Start Date	Jun 8, 2021 4:12:09 PM EDT
Bid End Date	Jun 25, 2021 2:00:00 PM EDT
Question & Answer End Date	Jun 21, 2021 5:00:00 PM EDT
Bid Contact	Stefan S Mohammed Senior Procurement Specialist Finance 954-828-5351 smohammed@fortlauderdale.gov
Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	120 days
Bid Comments	The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (Co-Op) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

Item Response Form

Item	12525-312--01-01 - Sodium Hypochlorite- Tanker Load
Quantity	1 gallon
Unit Price	\$0.718/gl
Delivery Location	City of Fort Lauderdale See ITB Specifications See ITB Specifications Fort Lauderdale FL 33301 Qty 1

Description

Based on past usage, the co-op anticipates usage of 8,531,000 gallons for the two year contract. However past usage is not indicative of future usage.

Item	12525-312--01-02 - Sodium hypochlorite- Less than tanker load
Quantity	1 gallon
Unit Price	\$0.78/gl

Delivery Location

City of Fort LauderdaleSee ITB Specifications

See ITB Specifications

Fort Lauderdale FL 33301

Qty 1**Description**

Based on past usage, the Co-op anticipates usage of 200,000 gallons for a two year term, however past usage is not indicative of future usage.



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Group Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative Group are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

City of Fort Lauderdale
Sodium Hypochlorite (CO-OP)
ITB 12525-312

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide Sodium Hypochlorite for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the ITB from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through BidSync at www.bidsync.com no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA WWW.BIDSYNC.COM.

1.3 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request For Proposals, Request For Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via BIDSYNC.COM at the date and time indicated on the solicitation. All openings will be held on the BIDSYNC.COM platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question and Answer forum on Bidsync.com before the Last Day for Questions indicated in the Solicitation.

1.4 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Stefan Mohammed, at (954) 828-5351 or email at SMohammed@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this ITB.

1.5 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/20) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

The City shall not be liable for any costs incurred by Bidders in responding to this ITB.

2.5 Pricing/Delivery

Delivery is required within two business days after receipt of purchase order. Failure to meet this delivery date may be deemed as non-responsive.

All deliveries are to be shipped F.O.B. Destination, Freight included.

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

All work is to be performed during normal working hours unless requested otherwise by the participating agency. Contractor must provide name and contact information as references for facilities that have been provided the same or similar products and service.

City of Hallandale delivery instructions- delivery during daylight hour only.

Coral Springs Improvement District special delivery requirements- full safety gear when offloading chemicals.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the

City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 No Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference- N/A

2.20 Disadvantaged Business Enterprise Preference- N/A

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.21.2 The complete protest ordinance may be found on the city's web site at the following link: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPR

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Sub-Contractors

2.23.1 If the Contractor proposes to use sub-contractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any sub-contractor candidate in its best interest and to require Contractor to replace sub-contractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's sub-contractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's sub-contractors' performance, and liable for any of Contractor's sub-contractor's non-performance and all of Contractor's sub-contractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's sub-contractors for payment for work performed for the City.

2.23.3 Contractor shall require all of its sub-contractors to provide the required insurance coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the Contractor.

2.24 Bid Security- N/A

2.25 Payment and Performance Bond- N/A

2.26 Insurance Requirements

2.26.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the City's Risk Manager.

2.26.2 The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

2.26.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The City and the City's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City or the City's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City and the City's officers, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made

- form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on the general liability policy.
 - g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
 - h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

- 2.26.5** The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.
- 2.26.6** If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- 2.26.7** The Contractor's insurance coverage shall be primary insurance as applied to the City and the City's officers, employees, and volunteers. Any insurance or self-insurance maintained by the City covering the City, the City's officers, employees, or volunteers shall be non-contributory.
- 2.26.8** Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.
- 2.26.9** All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.
- 2.26.10** The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.
- 2.26.11** It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

OPTIONAL COVERAGES

Pollution and Remediation Legal Liability (Hazardous Materials)

For the purpose of this section, the term “hazardous materials” includes all materials and substances that are designated or defined as hazardous by Florida or federal law or by the rules or regulations of Florida or any federal agency. If work being performed involves hazardous materials, the Contractor shall procure and maintain any or all of the following coverage, which will be specifically addressed upon review of exposure.

Contractors Pollution Liability Coverage

For sudden and gradual occurrences and in an amount not less than \$1,000,000 per claim arising out of this Agreement, including but not limited to, all hazardous materials identified under the Agreement.

Hazardous Waste Transportation Coverage

The Contractor shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability insurance with Endorsement MCS90 for liability arising out of the transportation of hazardous materials in an amount not less than \$1,000,000 per claim limit and provide a valid EPA identification number.

2.26.12 Insurance – Sub-Contractors

Contractor shall require all of its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.26.13 Insurance for Collection of Credit Card Payments

The successful Contractor will need to provide proof that they maintain insurance coverage in an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

2.27 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the in the City.

2.28 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

2.29 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.30 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.30.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.30.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.30.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.30.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.31 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.32 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

2.33 Approved Equal or Alternative Product Bids- N/A

2.34 Contract Period

The initial contract term shall commence upon date of award by the City and shall expire two years from that date. The City reserves the right to extend the contract for two, additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 180 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.35 Cost Adjustments

Prices quoted shall be firm for the initial contract term of two year(s). No cost increases shall be accepted in this initial contract term. Please consider this when providing pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

2.36 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.37 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor.
 Coordinate and approve all work under the contract.
 Resolve any disputes.
 Assure consistency and quality of Contractor's performance.
 Schedule and conduct Contractor performance evaluations and document findings.
 Review and approve for payment all invoices for work performed or items delivered.

2.38 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.39 Substitution of Personnel- N/A

2.40 Ownership of Work- N/A

2.41 Condition of Trade-In Equipment- N/A

2.42 Conditions of Trade-In Shipment and Purchase Payment- N/A

2.43 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement (Attachment " ") should be completed and submitted with Proposer's response to this ITB.

2.44 Service Organization Controls

The Contractor should provide a current SSAE 18, SOC 2, Type I report with their proposal. Awarded Contractor will be required to provide an SSAE 18, SOC 2, Type II report annually during the term of this contract. If the Contractor cannot provide the SSAE 18, SOC 2, Type I report at time of proposal submittal, a current SOC 3 report will be accepted.

2.45 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.46 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.47 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.48 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2017), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.49 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1. SCOPE

The City of Fort Lauderdale, as the lead agency for the Southeast Florida Governmental Purchasing Cooperative Group (COOP) is requesting bids to provide a firm fixed price for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads as specified herein.

2. SPECIFICATIONS AND REQUIREMENTS

Product specifications'(as per ANSI/AWWA B300 standard for Hypochlorite latest revision):

- Trade name: Hypochlorite Solution, Bleach
- Chemical formula: NaOCl
- Specific gravity: at 20C -U -1,2
- Molecular weight 74.5
- Appearance: Light-yellow to green clear liquid solution Solubility in water: Complete
- Freezing Temperature: minus 7C to minus 10C
- 12% Solution Strength and pH range of 11 to 13

3. Standards

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects, It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Sampling and testing shall be in accordance with EPA and AWWA B300 standards and NSF certification must be provided with every delivery.

4. Clean Tank Guarantee

At any time during the performance of this Agreement, if any participating agency has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the participating agency within seven (7) days, unless such timeframe is extended by the participating agency. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the participating agency for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity

buildup in the tanks will be at the sole discretion of the participating agency. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the participating agency. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the participating agency) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the participating agency and the Contractor.

5. DELIVERY LOCATIONS, SIZE OF TANKS AND ESTIMATED ANNUAL USAGE FOR EACH PARTICIPATING AGENCY.

6. SODIUM HYPOCHLORITE- TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 4,265,500 Two-year Co-op estimated usage : **8,531,000 gallons.**

SODIUM HYPOCHLORITE- LESS THAN A TANKER LOAD- TOTAL ESTIMATED GALLONS PER YEAR 100,000 Two-year Co-Op estimated usage : **200,000 gallons.**

Agency/ Delivery Location	Number of Tanks	Tank Size (Gal)	Estimated Annual Usage Gallons	Special Note
City of Fort Lauderdale 1500 South State Road 7 Fort Lauderdale, FL 33317	3	11,459	170,000	
City of Cooper City 11791 SW 49 Street Cooper City, FL 33330	4	3,000	58,000	
City of Coral Springs 3800 NW 85th Avenue Coral Springs, FL 33065	2	8,000	200,000	2" male, plastic Cam-lock tank fitting
City of Dania Beach 1201 Stirling Road Dania Beach, FL 33004	3	1,500	50,000	Plastic cam lock tank fitting
City of Deerfield Beach 290 Goolsby Blvd Deerfield Beach, FL 33444	1	6,000	50,000	2" male Cam lock tank fitting

City of Delray Beach 200 SW 6th Street Delray Beach, FL 33444	2	10,000	360,000 20,000 less than tanker load	2" cam lock tank fittings
City of Hallandale Beach 630 NW 2 Street Hallandale Beach, FL 33009	3	2,500	150,000 80,000 Less than tanker load	2" Cam Lock Male PVC Fitting for tank
Coral Springs Improvement District 10300 NW 11th Manor Coral Springs, FL 33071	3	5,925	106,000	2" cam lock female tank fitting. Requires full safety gear when offloading chemicals.
Broward County Water and Wastewater Services				
3701 North State Road 7 Lauderdale Lakes, FL 33316	4	7,300	365,000	2" (poly) cam lock tank fitting
3598 West Prospect Road Fort Lauderdale, FL 33309	2	450	10,500 Partial loads to stations	
3901 NW 66th Street Fort Lauderdale, FL	2	250		
300 NW 66th Street Fort Lauderdale, FL 33309	2	450		
1390 NE 50th Street Pompano Beach, FL 33064	6	14,000	720,000	
4980 SW 40th Avenue Dania Beach, FL 33312	2	500	51,000 These will be partial loads to stations 3B, I3B9, I3B8 and 3C	
4550 SW 38th Street West Park, FL 33023	1	350		
1600 South Park Road Hollywood, FL 33021	2	450		
1751 SW 57th Avenue Hollywood, FL 33023	2	450		
2400 SW 67th Avenue Miramar, FL 33023	1	1,100		
2401 North Powerline Road Pompano Beach, FL 33069	1 1 6	2,000 5,000 6,000	800,000	

City of Boynton Beach				
5469 W Boynton Beach Blvd Boynton Beach, FL 33437	2	21,000	520,000	3" cam lock male tank fitting
1620 South Seacrest Blvd Boynton Beach, FL 33435	1	21,000		3" cam lock male tank fitting
City of Hollywood				
3441 Hollywood Blvd Hollywood, FL 33021	7	10,000	600,000	2" Cam lock fitting offload hose for tank
2400 N 68th Avenue Hollywood, FL 33024	2	500		
City of Margate				
980 NW 66th Avenue Margate, FL 33063	2	7,000	25,000	2" Bonjo female tank fitting
6630 NW 9th Street Margate, FL 33063	2 1	8,100 3,000	30,000	2" PVC Cam lock male tank fitting

END OF SECTION

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18 **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.


Authorized Signature

Bid Coordinator
Title

Cristhianne Munguia
Name (Printed)

6/8/21
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

Allied Universal Corporation

Company Name

Cristhianne Munguia

Name (Printed)

6/8/21

Date



Signature

Bid Coordinator

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Allied Universal Corporatoin** EIN (Optional):
 Address: **3901 NW 115 Avenue**
 City: **Miami** State: **FL** Zip: **33178**
 Telephone No.: **305-888-2623** FAX No.: **786-522-0215** Email: **Bids@Allieduniversal.com**
Ext. 0125

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **14**
 Total Bid Discount (section 1.05 of General Conditions): **N/A**
 Check box if your firm qualifies for MBE / SBE / WBE (section 1.09 of General Conditions): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	6/11/21				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages,

expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Cristhianne Munguia

Name (printed)

6/23/21

Date



Signature

Bid Coordinator

Title

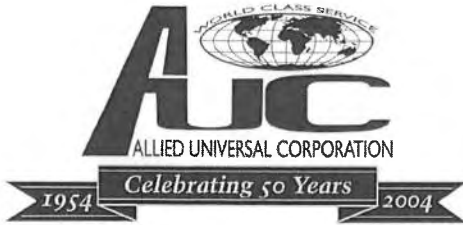
Revised 4/28/2020

Question and Answers for Bid #12525-312 - Sodium Hypochlorite (CO-OP)

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jun 21, 2021 5:00:00 PM EDT



Corporate Office
 3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623 office
 305-463-8369 fax

RESOLVED that Cristhianne Munguia, Bid Coordinator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

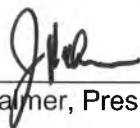
Supply and Delivery of Sodium Hypochlorite to the City Ft. Lauderdale.

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 14th day of December 2020.

(Seal of Corporation)




 Jim Palmer, President - CEO



Corporate Office
 3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623 office
 305-463-8369 fax

REFERENCES

SODIUM HYPOCHLORITE

MIAMI DADE WATER & SEWER

700 WEST 2ND AVE.
 HIALEAH, FL 33011
 JON HANSEN
 786-236-7625/ CELL
 305-805-1620 FAX
 JON.HANSEN@MIAMIDADE.GOV

CITY OF NEW PORT RICHEY

4730 N. MAIN STREET
 NEW PORT RICHEY, FL 34652
 ROGER GODDWIN
 OPERATIONS MANAGER
 727-841-4568
 GOODWINR@CITYOFNEWPORTRICHEY.ORG

CITY OF FT. MYERS

HEATH LAUFENBERG
 PLANT SUPERINTENDENT
 1501 RALEIGH STREET
 FORT MYERS, FL 33902
 239-321-7574
 HLAUFENBERG@CITYFTMYERS.COM

CITY OF SUNRISE

14100 SW 8 STREET
 SUNRISE, FL 33325
 DOUGH KERWIN
 CHIEF OPERATOR OF UTILITIES ADMINISTRATION
 954-846-7400
 DKERWIN@SUNRISEFL.GOV

8350 NW 93 Street
 Miami, Florida 33166
 AUC - 305-888-2623

30 Neil Gunn Drive
 Ellisville, MS 39437
 AUC - 601-477-2550

9501 Rangeline Road
 Ft. Pierce, Florida 34987
 AUC - 772-464-6195

204 SCM Road
 Brunswick, GA 31525
 AUC - 912-267-9470

5215 W. Tyson Avenue
 Tampa, Florida 33611
 CFI - 813-832-4868

9545 Rangeline Road
 Ft. Pierce, Florida 34987
 ANT 1 - 772-464-6195

14770 Old Saint Augustine Road
 Jacksonville, FL 32207
 AUC - 904-619-6180

2815 Inland Transport St.
 Palm Bay, Florida 32909
 ANT 2 Exhibit 3

Company ID Number: 122833

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Allied Universal Corporation** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

Company ID Number: 122833

rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 122833

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

Company ID Number: 122833

the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 122833

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Allied Universal Corporation

Andrea L Smith

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 122833

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

05/28/2008

Signature

Date

Company ID Number: 122833

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Allied Universal Corporation

Company Facility Address: 3901 NW 115 Avenue
Miami, FL 33178

Company Alternate Address: 3901 NW 115 Avenue
Miami, FL 33178

County or Parish: MIAMI-DADE

Employer Identification Number: 590776285

North American Industry
Classification Systems Code: 325

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 8

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)
- FLORIDA 4 site(s)
- ARKANSAS 1 site(s)
- GEORGIA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Tawana Houston	Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 131		
E-mail Address:	TawanaH@allieduniversal.com		
Name:	Irene Ham	Fax Number:	(305) 392 - 5732
Telephone Number:	(305) 888 - 2623 ext. 148		
E-mail Address:	IreneH@allieduniversal.com		
Name:	Andrea L. Smith		

Company ID Number: 122833

Telephone Number:	(305) 888 - 2623 ext. 124	Fax Number:	(305) 392 - 5732
E-mail Address:	AndreaS@allieduniversal.com		



Corporate Office
3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

AFFIDAVIT

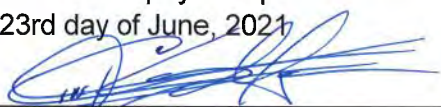
This is to certify that as required, all Sodium Hypochlorite solution to be furnished to City of Ft. Lauderdale will comply with the AWWA B300 Standards and ANSI/NSF standard 60 or as may be amended.

STATE OF FLORIDA
COUNTY OF: Miami-Dade

Sworn to (or affirmed) and Subscribed before me.

By means of ☒ physical presence or ☐ online notarization.

This 23rd day of June, 2021

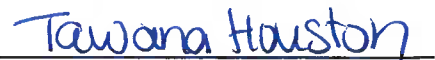
By: 
Cristhianne Munguia
Bid Coordinator

(Notary Seal)





Signature of Notary Public.



Print or Type Name of Notary

Personally Known ☒

Or Produced Identification ☐

Type of Identification Produced

8350 NW 93 Street
Miami, Florida 33166
AUC - 305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
AUC - 772-464-6195

5215 W. Tyson Avenue
Tampa, Florida 33611
CFI - 813-832-4868

14770 Old Saint Augustine Road
Jacksonville, FL 32207
AUC - 904-619-6180

30 Neil Gunn Drive
Ellisville, MS 39437
AUC - 601-477-2550

204 SCM Road
Brunswick, GA 31525
AUC - 912-267-9470

9545 Rangeline Road
Ft. Pierce, Florida 34987
ANT 1 - 772-464-6195

2815 Inland Transport St.
Palmdale, CA 91367
ANT 2 Exhibit 3



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, June 18, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?>

[CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=Allied+Universal+Corporation&ChemicalName=Sodium+Hypochlorite&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Allied Universal Corporation

3901 Northwest 115th Avenue

Miami, FL 33178

United States

800-981-6700

305-888-2623

[Visit this company's website](#)

(<http://www.allieduniversal.com>)

Facility : # 2 Jacksonville, Florida

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Fort Pierce, FL

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100 mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

[AL] Based on an evaluation of health effects data, the level of aluminum in the finished drinking water shall not exceed 2 mg/L.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Miami, FL

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L

Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Tampa, FL

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84 mg/L
Aqua Guard Chlorinating Sanitizer 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 10.5% Chlorine By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5% By Weight	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite	Disinfection & Oxidation	100mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Brunswick, GA

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	74mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	74mg/L

CAM 21-0674

Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	87mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	87mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	74mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Ellisville, MS

Sodium Hypochlorite[CL]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Chlorinating Sanitizer	Disinfection & Oxidation	100mg/L
Aqua Guard Chlorinating Sanitizer 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 10.5%	Disinfection & Oxidation	100mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Allied Universal Corporation
3901 Northwest 115 Avenue
Miami, FL 33178

United States
305-888-2623
[Visit this company's website](http://www.allieduniversal.com)
(<http://www.allieduniversal.com>)

Facility : # 3 USA

Sodium Hypochlorite[CL]

Trade Designation	Product Function	Max Use
Aqua Guard Bleach	Disinfection & Oxidation	84mg/L
Aqua Guard Bleach 12.5%	Disinfection & Oxidation	84mg/L
Aqua Guard Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L
Sodium Hypochlorite 12.5%	Disinfection & Oxidation	84mg/L

[CL] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations.

Number of matching Manufacturers is 2
Number of matching Products is 49
Processing time was 0 seconds

1. Identification

Product identifier	Sodium Hypochlorite, 10-15% Solution		
Other means of identification			
SDS number	AUC-004		
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo		
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes		
Recommended restrictions	None known.		
Manufacturer/Importer/Supplier/Distributor information			
Manufacturer			
Company name	Allied Universal Corporation		
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States		
Telephone	General:	1-305-888-2623	
	24-Hour alert:	1-786-522-0207	
Website	www.allieduniversal.com		
E-mail	Not available.		
Contact person	Operations Department		
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)	
Supplier	Refer to Manufacturer		

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing for 10-15 minutes. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
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Unsuitable extinguishing media

Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.

Specific hazards arising from the chemical

Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.

Special protective equipment and precautions for firefighters

Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.

Fire fighting equipment/instructions

Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.

Specific methods

Use standard firefighting procedures and consider the hazards of other involved materials.

General fire hazards

Vapors are heavier than air and may spread along floors.

Hazardous combustion products

Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures**Personal precautions, protective equipment and emergency procedures**

Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.

Methods and materials for containment and cleaning up

Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize.

Environmental precautions

Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.

Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage**Precautions for safe handling**

Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.

Conditions for safe storage, including any incompatibilities

Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection**Occupational exposure limits****US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)**

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values

No biological exposure limits noted for the ingredient(s).

Appropriate engineering controls

Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.

Individual protection measures, such as personal protective equipment

Eye/face protection Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.

Skin protection**Hand protection**

Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.

Other

Where contact is likely, wear chemical-resistant gloves, chemical protective clothing, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.

Respiratory protection

Respiratory protection should be worn when there is a potential to exceed the exposure limit requirements or guidelines. If there are no applicable exposure limit requirements or guidelines, wear respiratory protection when adverse effects, such as respiratory irritation or discomfort have been experienced, or where indicated by your risk assessment process. For most conditions no respiratory protection should be needed; however, if discomfort is experienced, use an approved air-purifying respirator. The following should be effective types of air-purifying respirators: Particulate filter.

Thermal hazards

Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance Clear yellow/green liquid.

Physical state Liquid.

Form Liquid.

Color Clear to yellow/green.

Odor Pungent. Chlorine-like.

Odor threshold Not available.

pH 11 - 13

Melting point/freezing point -150 °F (-101.11 °C)

Initial boiling point and boiling range > 212 °F (> 100 °C)

Flash point Not Applicable

Evaporation rate Not available.

Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower (%) Not Applicable

Flammability limit - lower (%) temperature Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm3
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.165-1.23

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.

Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
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Information on toxicological effects

Acute toxicity

City of Fort Lauderdale 12525-312

Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
Dermal		
LD50	Rabbit	No Data in Literature
Inhalation		
LC50	Rat	No Data in Literature
Oral		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
Dermal		
LD50	Rabbit	> 10000 mg/kg
Inhalation		
LC50	Rat	> 5.25 mg/l/4h
Oral		
LD50	Rat	8910 mg/kg
Skin corrosion/irritation	Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.	
Serious eye damage/eye irritation	Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1	
Respiratory or skin sensitization		
Respiratory sensitization	Not expected to be a respiratory sensitizer.	
Skin sensitizer	Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.	
	May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.	
Germ cell mutagenicity	Not expected to be mutagenic.	
Carcinogenicity	This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.	
IARC Monographs. Overall Evaluation of Carcinogenicity		
Sodium Hypochlorite (CAS 7681-52-9)		3 Not classifiable as to carcinogenicity to humans.
OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)		
Not listed.		
Reproductive toxicity	This product is not expected to cause reproductive or developmental effects.	
Specific target organ toxicity - single exposure	Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.	
Specific target organ toxicity - repeated exposure	Not classified as a specific target organ toxicity -repeated exposure.	
Aspiration toxicity	Not expected to be an aspiration hazard.	
Chronic effects	Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.	

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
Acute		
Crustacea	EC50 Water flea (Ceriodaphnia dubia)	40 mg/l, 48 hours

Components		Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>)	125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)			
Aquatic			
Acute			
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)	0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>)	0.58 mg/l, 96 hours

Persistence and degradability	Biodegradation is not applicable to inorganic substances.
Bioaccumulative potential	No accumulation in living organisms is expected due to high solubility and dissociation properties.
Mobility in soil	High water solubility indicates a high mobility in soil.
Other adverse effects	No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTIONS (RQ = 100)
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Label(s)	8
Packing group	III
Environmental hazards	
Marine pollutant	Yes
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Special provisions	IB3, N34, T4, TP2, TP24
Packaging exceptions	154
Packaging non bulk	203
Packaging bulk	241

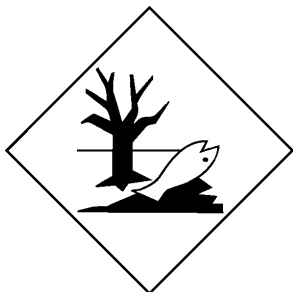
This product does meet the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number	UN1791
UN proper shipping name	HYPOCHLORITE SOLUTION
Transport hazard class(es)	
Class	8
Subsidiary risk	-
Packing group	III
Environmental hazards	NO
ERG Code	8L
Special precautions for user	Read safety instructions, SDS and emergency procedures before handling.
Other information	
Passenger and cargo aircraft	Allowed.
Cargo aircraft only	Allowed.

IMDG

UN number UN1791
UN proper shipping name HYPOCHLORITE SOLUTION
Transport hazard class(es)
Class 8
Subsidiary risk -
Packing group III
Environmental hazards
Marine pollutant No.
EmS F-A, S-B
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

DOT**IATA; IMDG****Marine pollutant****15. Regulatory information****US federal regulations**

This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
 All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.
 Sodium Hypochlorite (CAS 7681-52-9) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCs)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date	12-03-2020
Version #	04
HMIS	H: 3 F: 0 R: 1
NFPA	H: 3 F: 0 R: 1



Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

List of abbreviations

ACGIH: American Conference of Governmental Industrial Hygienists
 CAS: Chemical Abstract Services
 CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
 CFR: Code of Federal Regulations
 DOT: Department of Transportation
 DSL: Domestic Substance List
 EC: European Community
 EINECS: European Inventory of Existing Commercial chemical Substances
 EPA: Environmental Protection Agency
 EPCRA: Emergency Planning and Community Right-to-Know Act
 HSDB® - Hazardous Substances Data Bank
 IARC: International Agency for Research on Cancer
 IATA: International Air Transport Association
 IBC: Intermediate Bulk Container
 IMDG: International Maritime Dangerous Goods
 LC: Lethal Concentration
 LD: Lethal Dose
 NOEC: No observable effect concentration
 NTP: National Toxicology Program
 OECD: Organisation for Economic Cooperation and Development
 OSHA: Occupational Safety and Health Administration
 PPE: Personal Protective Equipment
 RCRA: Resource Conservation and Recovery Act
 RTECS: Registry of Toxic Effects of Chemical Substances
 SARA: Superfund Amendments and Reauthorization Act
 SDS: Safety Data Sheet
 STEL: Short Term Exposure Limit
 TLV: Threshold Limit Values
 TWA: Time Weighted Average
 Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancescenter.com>

Disclaimer

Disclaimer

This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

Canadian Centre for Occupational Health and Safety, CCInfoWeb Databases, 2014
 (Chempendium, RTECs, HSDB, INCHEM)
 European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
 Material Safety Data Sheet from manufacturer.
 OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.


Bid #12006-372 - Sodium Hypochlorite (CO-OP)Creation Date **Jul 19, 2017**End Date **Aug 11, 2017 2:00:00 PM EDT**Start Date **Jul 21, 2017 4:29:31 PM EDT**Awarded Date **Not Yet Awarded**

12006-372--01-01 Sodium Hypochlorite - Tanker Load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.498	2157356 / gallon	\$1,074,363.288	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.522	2157356 / gallon	\$1,126,139.832	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.69	2157356 / gallon	\$1,488,575.64	Y	Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

12006-372--01-02 Sodium hypochlorite - Less than tanker load					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Allied Universal Corporation [Ad]	First Offer - \$0.548	180000 / gallon	\$98,640.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Odyssey Manufacturing Company	First Offer - \$0.68	180000 / gallon	\$122,400.00	Y	Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Brenntag Mid-South Inc. [Ad]	First Offer - \$0.72	180000 / gallon	\$129,600.00		Y
Product Code:		Supplier Product Code: 813540			
Agency Notes:		Supplier Notes:			

Supplier Totals

f Allied Universal Corporation [Ad]		\$1,173,003.288 (2/2 items)	
Bid Contact	Catherine Guillarmod CristyM@allieduniversal.com Ph 305-888-2623 Fax 786-522-0215	Address	3901 N.W. 115 Ave. Miami, FL 33178
Supplier Code 00002648			
Agency Notes:		Supplier Notes:	Head Attch: 

f Odyssey Manufacturing Company		\$1,248,539.832 (2/2 items)	
Bid Contact	Patrick Allman pallman@odysseymanufacturing.com Ph 813-635-0339 Fax 813-630-2589	Address	1484 Massaro Blvd. Tampa, FL 33619
Agency Notes:		Supplier Notes:	Head Attch: 

f Brenntag Mid-South Inc. [Ad]		\$1,618,175.64 (2/2 items)	
Bid Contact	Stephanie Ubach subach@brenntag.com Ph 800-876-1727	Address	250 Central Florida Parkway Orlando, FL 32824

Fax 407-851-3512

Agency Notes:

Supplier Notes:

Head
Attch:


**

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.
- By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.
- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.11 SCRUTINIZED COMPANIES

As to any contract for goods or services of \$1 million or more and as to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies 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, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As to any contract for goods or services of any amount and as to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

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1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 **BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption **number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.**
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.

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- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE:** Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url: https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful

performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

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4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

5.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

5.05 OTHER GOVERNMENTAL ENTITIES: If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.

5.06 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

5.07 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

5.08 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

5.09 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of

the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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- 5.15 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
 2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

- 5.18** **ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19** **GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20** **PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Cristhianne Munguia
Authorized Signature

Bid Coordinator
Title

Cristhianne Munguia
Name (Printed)

6/8/21
Date

CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

Allied Universal Corporation

Company Name

Cristhianne Munguia

Name (Printed)

6/8/21

Date

Cristhianne Munguia

Signature

Bid Coordinator

Title

BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder to ensure that his bid is submitted electronically through www.BidSync.com prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) **Allied Universal Corporation** EIN (Optional):

Address: **3901 NW 115 Avenue**

City: **Miami** State: **FL** Zip: **33178**

Telephone No.: **305-888-2623 Ext.0125** FAX No.: **786-522-0215** Email: **Bids@Allieduniversal.com**

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): **14**

Total Bid Discount (**section 1.05 of General Conditions**): **N/A**

Check box if your firm qualifies for MBE / SBE / WBE (**section 1.09 of General Conditions**): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	6/11/21				

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **You must also click the "Take Exception" button.**

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Cristhianne Munguia
Name (printed)

6/11/21
Date

Cristhianne Munguia
Signature

Bid Coordinator
Title

Revised 4/28/2020



City of Dania Beach Public Services Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean Schutten, Deputy Director/City Engineer

SUBJECT: AUTHORIZATION TO ACCEPT THE PROPOSAL FROM KIMLEY-HORN AND ASSOCIATES, INC. FOR PROFESSIONAL DESIGN ENGINEERING AND PROJECT MANAGEMENT SERVICES ASSOCIATED WITH THE OCEAN PARK ADDITIONAL PARKING SPACES PROJECT

Request:

The Public Services Department (PSD) requests approval of a Work Order (WO) for “Ocean Park Additional Parking Spaces” with Kimley Horn and Associates, Inc. (Kimley Horn) for architectural, engineering design, and associated consulting services to make parking improvements and allow for designated parking spaces at Lucky Fish \$167,820.

Background:

The Ocean Park parking lot requires additional parking stall capacity to accommodate a growing demand from beach goers, pier users, and the soon-to-open Lucky Fish Restaurant on the south end of the park. Currently, the existing parking lot is used mainly by beach goers, pier users, and Quarterdeck Restaurant patrons. On weekends, the combined demand from these uses often result in parking shortages. This situation will be exacerbated by the opening of the new restaurant. This WO would include potentially 40-60 additional parking spaces depending upon agency review and feasibility and the potential 40-60 spaces would reduce these shortages during peak days and times.

The attached WO for Kimley Horn’s service will provide the architectural and engineering services for 100 percent of the comprehensive design of two phases including design plans, permitting, bidding assistance, and post-design services required for this project.

Budgetary Impact

Funding will be transferred from the Ocean Park Fund Unrestricted Net Assets account no. 415-276-00-00 to Ocean Park Parking Spaces account no. 415-45-25-545-31-10. in the amount of \$167,820.00.

Recommendation

PSD recommends approval of the WO from Kimley Horn for additional parking spaces at Ocean Park.



February 19, 2025

Sean Schutten
Public Services Deputy Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

**Re: Ocean Park Parking
Scope of Services for Professional Engineering Design Services**

Dear Mr. Schutten:

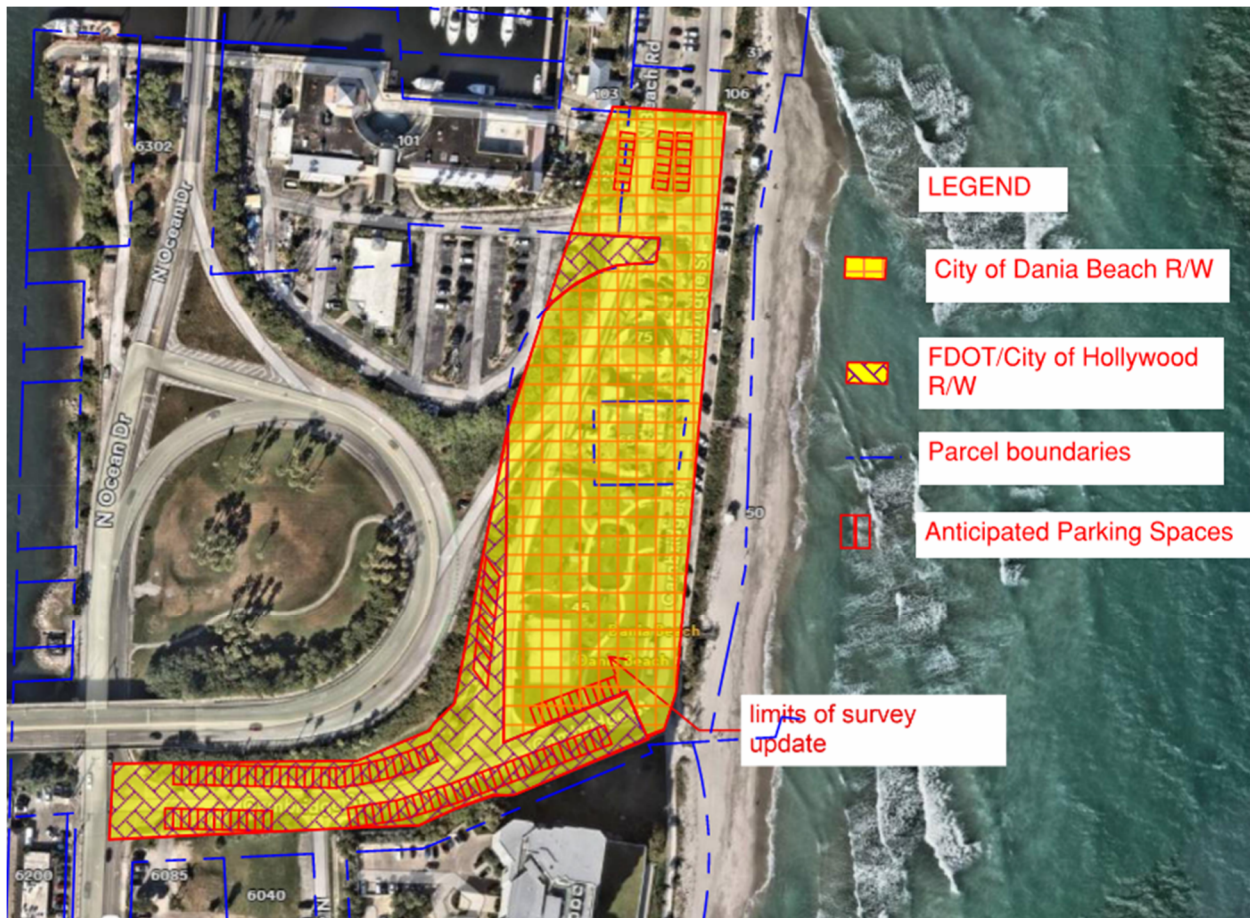
Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant" or "We"), in connection with the City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; RFQ 20-005 is pleased to submit this proposal to the City of Dania Beach, (hereinafter referred to as "City") to provide professional services. Our project understanding, scope of services, schedule, and fees are below.

PROJECT UNDERSTANDING

We understand that the City intends to add additional parking spaces, as generally outlined in "Exhibit A" as shown below. The northern parking spaces, located within the City of Dania Beach right-of-way limits, will be designated as Phase 1. The proposed parking spaces on the south side, within the right-of-way limits of the City of Hollywood and the Florida Department of Transportation, will be designated as Phase 2. The City of Dania Beach will coordinate with the City of Hollywood and the Florida Department of Transportation (FDOT) to facilitate the installation of the proposed parking spaces.

Although the City of Dania Beach will bid both Phase 1 and Phase 2 separately, the consultant will prepare the construction documents for both phases and provide regulatory agency assistance simultaneously.

“Exhibit A”



SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Site Investigation Task

Although the City of Dania Beach will bid both Phase 1 and Phase 2 separately, the consultant will prepare the items as listed in Task 1 simultaneously.

Task 1.1 – Topographic Survey

The Consultant will engage a sub-consultant (licensed surveyor) to prepare a Topographic Survey meeting the Standards of Practice established by The Board of Professional Surveyors and Mappers within the State of Florida. The survey will include the following:

- Obtain horizontal and vertical control points to support the survey efforts
- Vertical control (elevations) will be based on North American Vertical Datum of 1988 (NAVD88)
- Horizontal control will be based on the Florida State Plan Coordinates System, East Zone, North American Datum of 89/90
- Spot elevation will be measured approximately every 50 feet and at the high and low spots.

- Measure the finish floor elevation of buildings
- Locate surface features within the survey limits as follows: buildings, pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, fences, and signage.
- Locate visible surface evidence of utilities as follows: utility poles, guy wires, street lighting, storm sewer structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities.
- Measure the rim and invert elevation of sanitary and storm sewer structures that are accessible. Determine pipe sizes, size, and flow direction, when possible. Structures located within active roadways will be as-built at the field crew's direction, based on safety considerations.
- Locate road pavement and parking striping.
- Locate hedge and trees 3 inch in diameter or larger. Denote diameter and common tree name only. Prepare a Tree Table which lists each tree species by common name, survey point number, and trunk diameter.
- Description of Parcels and right-of-way lines on the survey for informational purposes only, said lines will be based on Broward County Property Appraiser's GIS Map.
- The drafting scale of the survey will be 1" = 20' unless otherwise specified.
- The proposal does not include a Boundary Survey of Roads Right of Way Survey.
- Calculation of Digital Terrain Model (DTM) surface/Object Surface or Contour are not included.

The Consultant will coordinate directly with the surveyor to ensure the appropriate data is gathered during the completion of the topographic survey. Consultant will review topographic data upon completion of the survey and provide the comments to the surveyor, if necessary. Consultant will utilize the AutoCAD version of the topographic survey and establish the base plans for the project. All work under this task will be billed on a lump sum basis.

Task 1.2 – Geotechnical Investigation

The Consultant will retain a geotechnical engineering firm to acquire the soil information to estimate subsurface soil conditions, soil infiltration rates, and soil permeability. This task includes the completion of seven (7) Standard Penetration Test (SPT) soil borings with a depth of 10 feet to verify the subsurface soil conditions and two (2) borehole permeability tests within the project area. All work under this task will be billed on a lump sum basis.

Task 1.3 – Subsurface Utility Verification

The Consultant will retain a subsurface utility engineering consultant to perform subsurface services including air vacuum excavation test holes. The scope of work will include the following.

- Utility Designation and Survey- Utility targeting will be performed to provide horizontal locations of utilities within the project limits. The project limits include the area outlined in Exhibit A.
- Electronic Sweep/Targeting – An electronic sweep of the project site will be conducted. This sweep will verify the location of utilities that were identified during record review and to search for utilities that were not identified during record review and to search for utilities that were not identified during records review.
- Field Drawings/Notes – Designators will draft field sheets that show the location, trend, and configuration of utilities detected.
- The survey data will be processed into an existing utility file in AutoCAD format.

Exclusions/Assumptions

The targeting of subsurface utilities, although highly reliable, is expressly understood to represent an approximate location of the target facility as marked on the ground surface. The electronic equipment cannot locate non-conductive pipe systems and or fiber optic line without tracer wire. Concrete pavement with reinforcement, as well as guide rails and chain link fence, could interfere with the electronic

equipment at time to locate utilities. Overhead utilities, irrigation systems, septic drain fields, residential/commercial services, and confined space entry are not included in the scope of work. In addition, gravity structure investigations including stormwater and sanitary sewer are not included. Large stones, shale, coral, construction debris, or other subsurface conditions including a high groundwater table may limit the ability to verify the utilities encountered.

Consultant will review the subsurface utility engineering scope of work upon completion and provide any comments to the subsurface utility engineering consultant, if necessary. Consultant will incorporate the existing underground utilities into the base plans for the project based on the information included. All work under this task will be billed on a lump sum basis.

Task 1.4 – Document Research/Review

The Consultant will review readily available topographic surveys, atlas/as-built drawings, design drawings, record drawings, permit documents and/or master plans relevant to the project limits. CONSULTANT will use this information to determine and verify the configuration of existing conditions along with limitations on the proposed improvements. Consultant will also review plat maps for the project areas to confirm the presence of utility easements. Consultant will contact the Sunshine State One Call Service to determine the existing utilities which are located in the project area. As necessary, Consultant will coordinate directly with the utility providers with existing infrastructure within the project area to obtain any available system maps. Consultant will incorporate the approximate location of the existing underground utilities into the design plans based on readily available drawings. All work under this task will be billed on a lump sum basis.

Task 1.5 – Project Site Visits

Consultant will perform two (2) site visits to the project area to verify the impact of the existing conditions on the configuration of the proposed improvements. Consultant will walk the entire site within the project limits and obtain photographs of potential obstruction and encroachments that may impact the proposed improvements. Consultant will conduct one (1) additional site visit to confirm the accuracy of the topographic survey and to identify potential impacts on the proposed improvements. All work under this task will be billed on a lump sum basis.

Task 1.6– Arboricultural Services

The following services will be performed by a sub-consultant to Kimley-Horn:

An arborist report verifying tree and palm species (botanical and common name), size (diameter/height), condition rating, appraisal method, photo documentation and accompanying written report compliant with City of Dania Beach will be provided for the trees and palms with the area identified impacted area. The appraisal will be in accordance with the newest edition of the Guide for Plant Appraisal published by the Council of Tree and Landscape Appraisers and will be used as the basis for mitigation values required for permitting.

Task 2 - 75% Design Documents

Consultant will prepare and submit 75% design documents to a level suitable for permitting purposes:

Although the City of Dania Beach will bid both Phase 1 and Phase 2 separately, the consultant will prepare the documents for both phases simultaneously.

The design documents for this task will include the following items:

- Cover Sheet
 - General Notes
 - Existing Condition Plan, Details, and Notes
 - Demolition Plan, Notes, and Details
 - Paving, Grading, and Drainage Plan
 - Electrical Plan & Fixture schedule for light poles (
 - Paving and Grading Plans
 - Cross-Sections Plans
 - Pavement Markings and Signage Plans
 - Tree Disposition Plan
 - Planting Plans & Details/Notes
 - Irrigation Plans/Notes
 - Colored Landscape Plan
1. Prepare drainage calculations for submittal to Broward County Environmental Engineering and Permitting Division- Surface Water Management Program.
 2. Submit the 75% documents to the City for review and distribution to the County for comments. Once comments are received, Kimley-Horn will meet with the City one (1) time to discuss. After meeting with the City, Kimley-Horn will address reasonable review comments as part of the Final Constructions Documents.
 3. Earthwork Dredge and Fill calculations for the environmental CCCL permit
 4. Provide a preliminary Opinion of Probable Construction Costs at the 75% submittals for proposed improvements.

Task 3: Regulatory Agency Assistance

Although the City of Dania Beach will bid both Phase 1 and Phase 2 separately, the consultant will provide regulatory agency assistance simultaneously.

The Consultant will prepare and submit applications, calculations, supporting documents and plans for review by the following agencies:

- Broward County Environmental Engineering and Permitting Division - Surface Water Management Program (If Applicable)
- City of Dania Beach Administrative Review
- City Building Permit - As part of this permit, Kimley-Horn will assist the City and the selected Contractor in completing the necessary applications and plans for a City of Dania Beach building permit submittal.

No other agency approvals are anticipated or included in this scope of services other than those identified above.

All permitting fees will be the responsibility of the City.

No other agency approvals are included in this scope of services other than those identified above. Consultant does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Consultant is not responsible for extending time limited entitlements or permits. Consultant can provide hourly additional services to file for extensions, if applicable, provided the City issues a direct written request for each requested entitlement, prior to the dates of expiration. The City shall provide all permit fees.

All work under this task will be billed on a lump sum basis.

Task 3.1: Coastal Construction Control Line (CCCL) Permitting

The Consultant will provide coordination and consultation relating to the CCCL permitting, as is customary in the industry, during the project. This task generally includes coordination conference calls, which will vary in frequency, with the City, to monitor the status of the project and coordinate project details with the City and project team as appropriate. Coordination will occur via telephone conversations, mail and/or email. The City will be encouraged to participate in meetings with the agencies. The City will receive copies of agency correspondence.

In preparation for the proposed Florida Department of Environmental Protection (FDEP) CCCL permit application, Kimley-Horn will review previously prepared environmental documentation (if available) and conduct one (1) site visit to verify the existing environmental site conditions, including existing dune habitat, if any.

During the site visit, Kimley-Horn will characterize the existing wetlands and surface waters (if any) and upland habitats (including potential sensitive habitats) on-site and will evaluate the potential for usage by listed species. The information collected during this site visit will be used as supplemental information during the application process. Kimley-Horn will request information from the Florida Natural Areas Inventory (FNAI), the Florida Fish and Wildlife Conservation Commission (FWC) and the US Fish and Wildlife Service (FWS) regarding known occurrences of listed species on and in the vicinity of the subject property.

Upon completion of the above-described task and utilizing materials to be provided to Kimley-Horn by the project team, including site surveys and plans, the Consultant will prepare a CCCL permit application based upon the previous work and the City's direction. The application will include the following documents:

1. Project description and construction methodology/sequence assessment which addresses the seasonal conditions to be considered with regard to sea turtle nesting.
2. Project permit drawings and support documentation, as provided by others, which may include:
 - Special purpose CCCL survey
 - Plan depicting the proposed dune and beach profile seaward of the CCCL, and corresponding typical sections
 - Architectural plans & Foundation Plans

The projected fees associated with this task are dependent upon the permitting agency's posture regarding the project and the City's direction. The Consultant will coordinate with the FDEP in an attempt to reduce additional information and for clarification. The Consultant will assist the City with responses to FDEP's requests for additional information and/or clarification regarding the proposed improvements. Kimley-Horn anticipates two (2) rounds of reasonable comments from the FDEP.

All work under this task will be billed on a lump sum basis.

Task 4 – Final Plans Preparation

Once the 75% construction drawings have been approved by the City, these will be used as the basis for preparing the final construction drawings. Technical specifications will not be completed as part of this scope of services. Design requirements will be reflected on the construction plans as notes and details according to City of Dania Beach requirements. Contract or “Front End” documents will be provided by the City and reviewed by the Consultant for conformance with the specifications and design plans.

Although the City of Dania Beach will bid both Phase 1 and Phase 2 separately, the consultant will prepare the documents for both phases simultaneously.

During this task, the Consultant will perform the following:

- Revise the drawings listed in Task 3 per the City and permitting agency comments
- Determine anticipated construction time for contract purposes
- Update the engineer’s opinion of probable construction costs
- Prepare a bid form that will list the separate pay items, estimated quantities, and units

Task 5: Limited Bidding Assistance

It is our understanding that the City will use a competitive bidding process to award the contract to a qualified contractor to construct the improvements in two separate phases. Kimley-Horn shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the City prior to issuance. Once bids are received, the Consultant will review the bids and provide a recommendation to the City of the apparent low bidder’s price proposal. The City will be responsible in making the award.

Task 6 – Limited Construction Phase Services

Kimley-Horn will be available to provide construction phase services as requested by the Client or as-needed to provide substantial certifications to the applicable agencies having jurisdiction up to the budget allocated for the task in two separate phases. Further coordination and support can be provided as hourly basis beyond estimated budget. These services may consist of the following and will be provided in accordance with the general construction phase services scope below:

1. Attend up to four (4) in-person construction meetings.
2. Review and approval of shop drawings and submittals required for the site improvements controlled by our design documents. It is assumed ten (10) total reviews are anticipated in total for both phases combined.
3. Review and reply to Contractor’s requests for information during construction phase, up to eight (8) RFI’s per phase.
4. Site observation visits which shall include preparation of a ‘site report’ to be issued to the Client, as requested. Site visits shall be coordinated with the Client and General Contractor which may include pre-construction meeting with the General Contractor, punch list walk-through, and close-out review. It is assumed eight (8) total reviews are anticipated in total for both phases combined.

5. Review of 'as-built' documents, prepared by Client's surveyor, and assist with obtaining final inspections and Certifications of Completion, as required for approval of the project.
6. Submit closeout packages (bills of sale, as-builts, certifications) to appropriate agencies.

If the Consultant provides construction phase services, Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall we have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits shall be for the purpose of providing the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform their work in accordance with the contract documents.

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Task 7 – Reimbursable Expenses

Reimbursable expenses will be invoiced based upon expenses incurred. Direct reimbursable expenses such as express delivery services, courier services, in-house reproduction, and permit fees. This task also includes fees for permit applications and any additional miscellaneous design, if authorized by the City.

PROJECT ASSUMPTIONS

- The City will provide all available topographic surveys, atlas/as-builts, record drawings, permit documents, reports and/or master plans relevant to the project area. Consultant will obtain a survey as part of Task 1.1, however historical information may be necessary.
- This scope does not include any services required for easement or right-of-way acquisitions.
- Drainage Well (Gravity or Pressurized) or stormwater pump station design is not included in scope of services. Scope anticipated utilizing exfiltration trench to mitigation for addition of parking areas.
- Drainage calculations will only be provided for the areas within the Project limits.
- The City will provide all required permit fees.
- The selected contractor will be responsible for obtaining any City of Dania Beach Building Permit required for this project along with all related coordination and preparation of any backup documentation required for the City of Dania Beach Building Permit. Consultant will only be responsible for reasonable revisions requested by the City of Dania Beach Building Department.
- The City will provide timely responses to information included within each submittal.
- The City shall be responsible for bid advertisement, distribution of bid documents to interested bidders, processing all bid submittals, and verification that each bid submittal meets all Purchasing related requirements.
- Consultant will submit monthly invoices, which will be payable by City within 25 days.
- The City will reimburse Consultant for any document reproduction costs for all submittals to regulatory agencies.
- Reimbursable expenses for mileage for any site visits have been included in the lump sum fees.
- Additional reimbursable expense requested by the City outside of the items defined within scope, such as additional land surveying, geotechnical testing, utility testholes, laboratory testing, permit fees, shall be invoices as defined in our contract agreement with the City.
- All walls and steps will be for aesthetic purposes only and will include finishing work. All functional, mechanical, and structural drawings will be prepared by others.
- Detailed listed species surveys and/or permitting is not included in the scope of services.

- FDOT permitting not included in the scope of services.
- Additional environmental services as requested by FDEP or the US Army Corp of Engineers is not included in scope of services.

PROJECT SCHEDULE

Consultant will start work immediately upon receipt of Notice to Proceed and an official authorization from the City of Dania Beach.

METHOD OF COMPENSATION

Task	Task Description	Lump Sum Fees
1	Site Investigation Task	\$61,535
2	75% Design Documents	\$38,075
3	Regulatory Agency Assistance	\$21,315
4	Final Plans Preparation	\$20,790
5	Limited Bidding Assistance	\$6,205
6	Limited Construction Phase Services	\$16,400
7	Reimbursable Expenses	\$3,500
	Total	\$167,820

CLOSURE

The terms and conditions of the City of Dania Beach Request for Qualifications (RFQ) No. 20-005, City of Dania Beach's "Continuing Architectural, Surveying, Landscape Architecture and Engineering Consulting Services"; shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the Consultant. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the Consultant.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



George Balaban, P.E.
Vice President

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING DESIGN ENGINEERING AND PROJECT MANAGEMENT SERVICES FROM KIMLEY HORN AND ASSOCIATES, INC. FOR DESIGN AND PERMITTING WORK FOR THE OCEAN PARK IN ORDER TO PROVIDE ADDITIONAL PARKING SPACES FOR PUBLIC PARK USE; IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY DOLLARS (\$167,820.00) AND TO EXCEED TH ANNUAL SINGLE VENDOR PURCASING POLICY OF FITY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the existing allotment of parking spaces at the south end of Ocean Park are insufficient in consideration of the needs of beach goers and the newly constructed Lucky Fish Restaurant; and

WHEREAS, Kimley Horn and Associates, Inc. will provide engineering, project management, design plans, permitting, and bidding assistance services in two phases related to this project in an amount not to exceed One Hundred Sixty-Seven Thousand Eight Hundred Twenty Dollars (\$167,820.00), which proposal is made a part of and incorporated into this Resolution as Exhibit “A”, by this reference; and

WHEREAS, Kimley Horn was chosen as one of fifteen firms awarded a contract as an approved engineering consultant for continuing contract services by the City Commission on January 12, 2021, pursuant to RFQ No. 20-005, authorized under Resolution No. 2021-007; and

WHEREAS, the Public Services Department is requesting authorization to accept the proposal for design engineering and project management services from Kimley Horn for the additional parking spaces for Ocean Park.

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 Kimley Horn and Associates, Inc. is authorized to provide design engineering and project management services for the Ocean Park Additional Parking Spaces Project in an amount not to exceed One Hundred Sixty-Seven Thousand Eight Hundred Twenty Dollars (\$167,820.00).

Section 3. That the City is authorized to exceed the annual Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024/25 and for all subsequent fiscal years that the Agreement is in place.

Section 4. That funding will be transferred from the Ocean Park Fund Unrestricted Net Assets account no. 415-276-00-00 to Ocean Park Parking Spaces account no. 415-45-25-545-31-10. in the amount of \$167,820.00.

Section 5. That the City Manager and City Attorney are authorized to make minor revisions to the services Agreement as are deemed necessary and proper and in the best interest of the City.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 7. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 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

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, URGING THE FLORIDA LEGISLATURE TO REJECT HOUSE BILL 301, RELATING TO LAWSUITS AGAINST LOCAL GOVERNMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, State Representative McFarland introduced House Bill 301, relating to suits against local governments; and

WHEREAS, the bill would increase statutory limits on liability for tort claims against state & its agencies & subdivisions from \$200,000.00, per person and \$300,000.00 per incident to \$1,000,000.00 per person and \$3,000,000.00, per incident; and

WHEREAS, the bill authorizes subdivisions to settle claim in excess of statutory limit without legislative action regardless of insurance coverage limits; and

WHEREAS, the bill prohibits insurance policy from conditioning benefits on enactment of claim bill; specifies that limitations in effect on date claim accrues apply to that claim; revises period within which certain claims must be presented; revises exceptions relating to instituting tort claims against state or agencies or subdivisions; revises period after which failure of certain entities to make final disposition of claim shall be deemed final denial of claim for certain purposes; revises statute of limitations for tort claims against state or one of its agencies or subdivisions & exceptions; and

WHEREAS, the Florida League of Cities Strongly opposes the bill as raising the caps on government liability in negligence lawsuits would impose a massive financial burden on local taxpayers by quadrupling the current limits; and

WHEREAS, rejecting HB 301 would protect taxpayers and city services, as cities are not profit-driven entities; they exist to serve communities; and

WHEREAS, the Bill would encourage increased lawsuit payouts which would mean taxpayers will ultimately foot the bill; and

WHEREAS, higher caps would equal skyrocketing insurance costs, and as we are aware the insurance market in Florida is already volatile, and this bill would make securing adequate coverage even more difficult and expensive for cities; and

WHEREAS, unlike private businesses, cities can't just raise prices to cover additional liability costs. Instead, they'll be forced to cut vital services, raise taxes, or both; and

WHEREAS, HB 301's limits are extreme compared to other states, as thirty-three states have sovereign immunity caps. For example, Texas caps liability at \$250,000.00 per person and \$500,000.00 per occurrence. Florida should not be setting liability limits drastically higher than peer states; and

WHEREAS, New York and California have no caps, but they also have some of the highest tax burdens in the country. Florida's low-tax, business-friendly environment would be undermined by extreme liability costs; and

WHEREAS, HB 301 would encourage frivolous lawsuits and target taxpayers; raising the lawsuit limit would open the floodgates to excessive and frivolous litigation that only benefits trial attorneys, not communities; and

WHEREAS, more lawsuits would require more taxpayer dollars spent on legal defense instead of public services. Cities would be forced to divert funds from police, fire, and infrastructure to defend against lawsuits, hurting public safety and economic growth; and

WHEREAS, the bill has been added to the Civil Justice & Claims Subcommittee agenda for February 19th, 2025; and

WHEREAS, if enacted it would become effective October 1, 2025; and

WHEREAS, the City of Dania Beach ("City") **does not support** House Bill 301.

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 urges the Florida Legislature to reject (VOTE NO) on House Bill 301

Section 3. That the City Clerk is requested to send a copy of this Resolution to the Florida Legislature, the Office of Governor Ron DeSantis, the Broward League of Cities, the Florida League of Cities, to the other Cities of Broward County, the Broward County Board of County Commissioners and any other interested parties.

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

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

1 A bill to be entitled
2 An act relating to suits against the government;
3 amending s. 768.28, F.S.; increasing the statutory
4 limits on liability for tort claims against the state
5 and its agencies and subdivisions; authorizing a
6 subdivision of the state to settle a claim in excess
7 of the statutory limit without further action by the
8 Legislature regardless of insurance coverage limits;
9 prohibiting an insurance policy from conditioning
10 payment of benefits on the enactment of a claim bill;
11 specifying that the limitations in effect on the date
12 the claim accrues apply to that claim; revising the
13 period within which certain claims must be presented
14 to certain entities; revising exceptions relating to
15 instituting actions on tort claims against the state
16 or one of its agencies or subdivisions; revising the
17 period after which the failure of certain entities to
18 make final disposition of a claim shall be deemed a
19 final denial of the claim for certain purposes;
20 revising the statute of limitations for tort claims
21 against the state or one of its agencies or
22 subdivisions and exceptions thereto; providing
23 applicability; amending s. 944.713, conforming
24 provisions to changes made by the act; reenacting ss.
25 45.061(5), 110.504(4), 111.071(1)(a), 125.01015(2)(b),

163.01(3)(h) and (15)(k), 190.043, 213.015(13),
252.51, 252.89, 252.944, 260.0125(2), 284.31, 284.38,
322.13(1)(b), 337.19(1), 341.302(17), 351.03(4)(c),
373.1395(6), 375.251(3)(a), 381.0056(9), 393.075(3),
394.9085(7), 395.1055(10)(g), 403.706(17)(c),
409.175(15)(b), s. 409.993(1)(a) and (b), (2)(a), and
(3)(a), 420.504(8), 455.221(3), 455.32(5), 456.009(3),
456.076(15)(a), 471.038(3), 472.006(11)(b),
497.167(7), 513.118(2), 548.046(1), s. 556.106(8),
589.19(4)(e), 627.7491(3) and (4), 723.0611(2)(c),
760.11(5), 766.1115(4), 766.112(2), 768.1355(3),
768.1382(7), 768.295(4), 946.5026, 946.514(3),
961.06(5), (6)(a), and (7), 1002.33(12)(h),
1002.333(6)(b), 1002.34(17), 1002.351(3)(c),
1002.37(2), 1002.55(3)(1), 1002.83(10), 1002.88(1)(p),
1006.24(1), and 1006.261(2)(b), F.S., relating to
offers of settlement, volunteer benefits, payment of
judgments or settlements against certain public
officers or employees, office of the sheriff, the
Florida Interlocal Cooperation Act of 1969, suits
against community development districts, taxpayer
rights, liability, tort liability, tort liability,
limitation on liability of private landowners whose
property is designated as part of the statewide system
of greenways and trail, scope and types of coverages,

51 waiver of sovereign immunity, driver license
52 examiners, suits by and against the Department of
53 Transportation, rail program, railroad-highway grade-
54 crossing warning signs and signals, limitation on
55 liability of water management district with respect to
56 areas made available to the public for recreational
57 purposes without charge, limitation on liability of
58 persons making available to public certain areas for
59 recreational purposes without charge, school health
60 services program, general liability coverage,
61 behavioral provider liability, rules and enforcement,
62 local government solid waste responsibilities,
63 licensure of family foster homes, residential child-
64 caring agencies, and child-placing agencies, lead
65 agencies and subcontractor liability, the Florida
66 Housing Finance Corporation, legal and investigative
67 services, the Management Privatization Act, legal and
68 investigative services, impaired practitioner
69 programs, the Florida Engineers Management
70 Corporation, the Department of Agriculture and
71 Consumer Services, administrative matters, conduct on
72 premises; refusal of service, physician's attendance
73 at match, liability of the member operator, excavator,
74 and system, creation of certain state forests; naming
75 of certain state forests; Operation Outdoor Freedom

76 Program, official law enforcement vehicles; motor
77 vehicle insurance requirements, the Florida Mobile
78 Home Relocation Corporation, administrative and civil
79 remedies; construction, health care providers;
80 creation of agency relationship with governmental
81 contractors, comparative fault, the Florida Volunteer
82 Protection Act, streetlights, security lights, and
83 other similar illumination, Strategic Lawsuits Against
84 Public Participation (SLAPP), sovereign immunity in
85 tort actions, inmates not state employees,
86 compensation for wrongful incarceration, charter
87 schools, persistently low-performing schools, charter
88 technical career centers, the Florida School for
89 Competitive Academics, the Florida Virtual School,
90 school-year prekindergarten program delivered by
91 private prekindergarten providers, Early learning
92 coalitions, school readiness program provider
93 standards, tort liability; liability insurance, and
94 use of school buses for public purposes, respectively,
95 to incorporate changes made by the act; providing an
96 effective date.

97
98 Be It Enacted by the Legislature of the State of Florida:

99
100 **Section 1. Subsection (5), paragraphs (a) and (d) of**

subsection (6), and subsection (14) of section 768.28, Florida Statutes, are amended to read:

768.28 Waiver of sovereign immunity in tort actions; recovery limits; civil liability for damages caused during a riot; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs.—

(5)(a) The state and its agencies and subdivisions shall be liable for tort claims in the same manner and to the same extent as a private individual under like circumstances, but liability shall not include punitive damages or interest for the period before judgment. Neither the state nor its agencies or subdivisions shall be liable to pay a claim or a judgment that ~~by any one person which~~ exceeds the limits in paragraph (b).

(b)1. If the cause of action accrued before October 1, 2025, the limitations are as follows:

a. For a claim or judgment by any one person, \$200,000.

b. For multiple claims or judgments, or portions thereof, which arise out of the same incident or occurrence, a total of \$300,000.

2. If the cause of action accrued on or after October 1, 2025, but before October 1, 2030, the limitations are as follows:

a. For a claim or judgment by any one person, \$1 million.

b. For multiple claims or judgments, or portions thereof, which arise out of the same incident or occurrence, a total of

126 \$3 million.

127 3. If the cause of action accrued on or after October 1,
128 2030, the limitations are as follows:

129 a. For a claim or judgment by any one person, \$1.1
130 million.

131 b. For multiple claims or judgments, or portions thereof,
132 which arise out of the same incident or occurrence, a total of
133 \$3.2 million ~~sum of \$200,000 or any claim or judgment, or~~
134 ~~portions thereof, which, when totaled with all other claims or~~
135 ~~judgments paid by the state or its agencies or subdivisions~~
136 ~~arising out of the same incident or occurrence, exceeds the sum~~
137 ~~of \$300,000.~~

138 (c) However, a judgment or judgments may be claimed and
139 rendered in excess of these amounts ~~and may be settled~~ and paid
140 pursuant to this act up to the limitations provided under
141 paragraph (b) ~~\$200,000 or \$300,000~~, as the case may be; and that
142 portion of the judgment that exceeds these amounts may be
143 reported to the Legislature, and ~~but~~ may be paid in part or in
144 whole ~~only~~ by further act of the Legislature.

145 (d) Notwithstanding the limited waiver of sovereign
146 immunity provided in paragraphs (a) and (b):

147 1. herein, The state or an agency ~~or subdivision~~ thereof
148 may agree, within the limits of insurance coverage provided, to
149 settle a claim made or a judgment rendered against it in excess
150 of the waiver provided in paragraph (b) without further action

151 by the Legislature.

152 2. A subdivision of the state may agree to settle a claim
153 made or a judgment rendered against it in excess of the waiver
154 provided in paragraph (b) without further action by the
155 Legislature.

156
157 However, ~~but~~ the state or an agency or subdivision thereof shall
158 not be deemed to have waived any defense of sovereign immunity
159 or to have increased the limits of its liability as a result of
160 its obtaining insurance coverage for tortious acts in excess of
161 the ~~\$200,000 or \$300,000~~ waiver provided in paragraph (b).

162 Beginning October 1, 2025, an insurance policy may not be
163 delivered or issued for delivery to the state or any agency or
164 subdivision thereof with a provision that conditions liability
165 coverage or the payment of insurance benefits, in whole or in
166 part, on the enactment of a claim bill. Any such provision is
167 null and void ~~above.~~

168 (e) The limitations of liability set forth in this
169 subsection ~~shall~~ apply to the state and its agencies and
170 subdivisions whether or not the state or its agencies or
171 subdivisions possessed sovereign immunity before July 1, 1974.

172 (f) ~~(b)~~ A municipality has a duty to allow the municipal
173 law enforcement agency to respond appropriately to protect
174 persons and property during a riot or an unlawful assembly based
175 on the availability of adequate equipment to its municipal law

176 enforcement officers and relevant state and federal laws. If the
177 governing body of a municipality or a person authorized by the
178 governing body of the municipality breaches that duty, the
179 municipality is civilly liable for any damages, including
180 damages arising from personal injury, wrongful death, or
181 property damages proximately caused by the municipality's breach
182 of duty. The sovereign immunity recovery limits in paragraph (b)
183 ~~(a)~~ do not apply to an action under this paragraph.

184 (g) When determining liability limits for a claim, the
185 limitations of liability in effect on the date the claim accrues
186 shall apply to the claim.

187 (6) (a) An action may not be instituted on a claim against
188 the state or one of its agencies or subdivisions unless the
189 claimant presents the claim in writing to the appropriate
190 agency, and also, except as to any claim against a municipality,
191 county, or the Florida Space Authority, presents such claim in
192 writing to the Department of Financial Services, within 18
193 months ~~3 years~~ after such claim accrues and the Department of
194 Financial Services or the appropriate agency denies the claim in
195 writing; except that, if:

196 1. Such claim is for contribution pursuant to s. 768.31,
197 it must be so presented within 6 months after the judgment
198 against the tortfeasor seeking contribution has become final by
199 lapse of time for appeal or after appellate review or, if there
200 is no such judgment, within 6 months after the tortfeasor

201 seeking contribution has either discharged the common liability
202 by payment or agreed, while the action is pending against her or
203 him, to discharge the common liability; or

204 2. Such action arises from a violation of s. 794.011
205 involving a victim who was under the age of 16 years at the time
206 of the act, the claimant may present the claim in writing at any
207 time. This subparagraph applies to any such action other than an
208 action that would have been time barred on or before October 1,
209 ~~2025 is for wrongful death, the claimant must present the claim~~
210 ~~in writing to the Department of Financial Services within 2~~
211 ~~years after the claim accrues.~~

212 (d) For purposes of this section, complete, accurate, and
213 timely compliance with the requirements of paragraph (c) shall
214 occur prior to settlement payment, close of discovery or
215 commencement of trial, whichever is sooner; provided the ability
216 to plead setoff is not precluded by the delay. This setoff shall
217 apply only against that part of the settlement or judgment
218 payable to the claimant, minus claimant's reasonable attorney
219 ~~attorney's~~ fees and costs. Incomplete or inaccurate disclosure
220 of unpaid adjudicated claims due the state, its agency, officer,
221 or subdivision, may be excused by the court upon a showing by
222 the preponderance of the evidence of the claimant's lack of
223 knowledge of an adjudicated claim and reasonable inquiry by, or
224 on behalf of, the claimant to obtain the information from public
225 records. Unless the appropriate agency had actual notice of the

information required to be disclosed by paragraph (c) in time to assert a setoff, an unexcused failure to disclose shall, upon hearing and order of court, cause the claimant to be liable for double the original undisclosed judgment and, upon further motion, the court shall enter judgment for the agency in that amount. Except as provided otherwise in this subsection, the failure of the Department of Financial Services or the appropriate agency to make final disposition of a claim within 4 ~~6~~ months after it is filed shall be deemed a final denial of the claim for purposes of this section. For purposes of this subsection, in medical malpractice actions and in wrongful death actions, the failure of the Department of Financial Services or the appropriate agency to make final disposition of a claim within 90 days after it is filed shall be deemed a final denial of the claim. The statute of limitations ~~for medical malpractice actions and wrongful death actions~~ is tolled as to all prospective defendants for the period of time taken by the Department of Financial Services or the appropriate agency to deny the claim. The provisions of this subsection do not apply to such claims as may be asserted by counterclaim pursuant to s. 768.14.

(14) Every claim against the state or one of its agencies or subdivisions for damages for a negligent or wrongful act or omission pursuant to this section shall be forever barred unless the civil action is commenced by filing a complaint in the court

of appropriate jurisdiction:

(a) Within 2 4 years for an action founded on negligence.

(b) Within the limitations provided in s. 768.31(4) for an action for contribution.

(c) Within the limitations provided in s. 95.11(5) for an action for damages arising from medical malpractice or wrongful death.

(d) At any time for an action arising from an act constituting a violation of s. 794.011 involving a victim who was under the age of 16 years at the time of the act. This paragraph applies to any such action other than an action that would have been time barred on or before October 1, 2025.

(e) Within 4 years for any other action not specified in this subsection ~~after such claim accrues; except that an action for contribution must be commenced within the limitations provided in s. 768.31(4), and an action for damages arising from medical malpractice or wrongful death must be commenced within the limitations for such actions in s. 95.11(5).~~

Section 2. Subsection (2) of section 944.713, Florida Statutes, is amended to read:

944.713 Insurance against liability.—

(2) The contract shall provide for indemnification of the state by the private vendor for any liabilities incurred up to the limits provided under s. 768.28(5). The contract shall provide that the private vendor, or the insurer of the private

276 vendor, is liable to pay any claim or judgment for any one
277 person which does not exceed the applicable maximum amount
278 provided in s. 768.28(5) ~~the sum of \$100,000 or any claim or~~
279 ~~judgment, or portions thereof, which, when totaled with all~~
280 ~~other claims or judgments arising out of the same incident or~~
281 ~~occurrence, does not exceed the sum of \$200,000.~~ In addition,
282 the contractor must agree to defend, hold harmless, and
283 indemnify the department against any and all actions, claims,
284 damages and losses, including costs and attorney ~~attorney's~~
285 fees.

286 **Section 3. For the purpose of incorporating the amendment**
287 **made by this act to section 768.28, Florida Statutes, in a**
288 **reference thereto, subsection (5) of section 45.061, Florida**
289 **Statutes, is reenacted to read:**

290 45.061 Offers of settlement.—

291 (5) Sanctions authorized under this section may be imposed
292 notwithstanding any limitation on recovery of costs or expenses
293 which may be provided by contract or in other provisions of
294 Florida law. This section shall not be construed to waive the
295 limits of sovereign immunity set forth in s. 768.28.

296 **Section 4. For the purpose of incorporating the amendment**
297 **made by this act to section 768.28, Florida Statutes, in a**
298 **reference thereto, subsection (4) of section 110.504, Florida**
299 **Statutes, is reenacted to read:**

300 110.504 Volunteer benefits.—

(4) Volunteers shall be covered by state liability protection in accordance with the definition of a volunteer and the provisions of s. 768.28.

Section 5. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (a) of subsection (1) of section 111.071, Florida Statutes, is reenacted to read:

111.071 Payment of judgments or settlements against certain public officers or employees.—

(1) Any county, municipality, political subdivision, or agency of the state which has been excluded from participation in the Insurance Risk Management Trust Fund is authorized to expend available funds to pay:

(a) Any final judgment, including damages, costs, and attorney's fees, arising from a complaint for damages or injury suffered as a result of any act or omission of action of any officer, employee, or agent in a civil or civil rights lawsuit described in s. 111.07. If the civil action arises under s. 768.28 as a tort claim, the limitations and provisions of s. 768.28 governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. s. 1983, or similar federal statutes, payments for the full amount of the judgment may be made unless the officer, employee, or agent has been determined in the final judgment to have caused the harm intentionally.

326 **Section 6. For the purpose of incorporating the amendment**
327 **made by this act to section 768.28, Florida Statutes, in a**
328 **reference thereto, paragraph (b) of subsection (2) of section**
329 **125.01015, Florida Statutes, is reenacted to read:**

330 125.01015 Office of the sheriff.—

331 (2) To ensure the successful transfer of the exclusive
332 policing responsibility and authority to the sheriff in a
333 county, as defined in s. 125.011(1), the board of county
334 commissioners shall:

335 (b) After the election of the sheriff is certified:

336 1. Provide funding for all of the necessary staff and
337 office space for the sheriff-elect to establish an independent
338 office of the sheriff, so that the office may effectively
339 operate and perform all of the functions required by general law
340 when the sheriff-elect takes office.

341 2. Provide funding for the sheriff-elect to select any
342 necessary insurances not provided by the county through the
343 interlocal agreement required under sub-subparagraph 6.d. to
344 allow the sheriff to effectively operate and perform all of the
345 functions required by general law when he or she takes office.

346 3. Provide funding for the sheriff-elect to establish bank
347 and other accounts, as necessary, in his or her official
348 capacity as sheriff, so that such accounts become operational
349 when he or she takes office.

350 4. Unless otherwise transferable based on existing surety

bonds for the sheriff's deputies, provide funding for and facilitate procurement of the required surety bonds for deputy sheriffs pursuant to s. 30.09, so that such bonds are in place when the sheriff-elect takes office.

5. Prepare and deliver to the office of the sheriff all documents, property, and other items listed in subsection (4).

6. Notwithstanding any provision to the contrary, for a term commencing on January 7, 2025, and ending on or after September 30, 2028, provide the sheriff-elect taking office with, and require the sheriff-elect taking office to use, not less than the substantially and materially same support services, facilities, office space, and information technology infrastructure provided to county offices or departments performing the duties to be performed by the sheriff-elect upon taking office in the 1-year period before he or she takes office.

a. As used in this subparagraph, the term "support services" includes:

(I) Property and facilities, and the management and maintenance for such property and facilities.

(II) Communications infrastructure, including telephone and Internet connectivity.

(III) Risk management, including processing, adjusting, and payment of all claims and demands, including those made under s. 768.28. The county shall provide the sheriff with all

376 required general liability, property, and other insurance
377 coverage through its self-insurance program, a self-insurance
378 risk pool, or commercial insurance. If the county provides
379 insurance through a self-insurance program, the county must also
380 provide the sheriff with commercial stop-loss coverage in an
381 amount and with a self-insured retention agreed upon by the
382 sheriff and the county.

383 (IV) Legal representation and advice through the office of
384 the county attorney for all claims, demands, and causes of
385 action brought against the sheriff, his or her deputies, or
386 other personnel in their official and individual capacities,
387 while acting in their official and individual capacities,
388 including any required outside counsel due to conflicts of
389 interest. This sub-sub-subparagraph does not prohibit the
390 sheriff from employing or retaining his or her own legal
391 representation as he or she deems necessary.

392 (V) Purchasing and procurement services using procedures
393 under the laws and ordinances applicable to the county for
394 purchases requiring competitive procurement.

395 (VI) Budget and fiscal software and budget development
396 services.

397 (VII) Human resource services, including, but not limited
398 to, facilitation of the hiring process, including employee
399 applicant screening and employee applicant background checks,
400 and employee benefit administration. The county may provide

human resource services to the sheriff. However, the sheriff is the employer of his or her employees, and the sheriff retains full and complete control and authority over the hiring of his or her employees and the terms and conditions of employment, including employee discipline and termination of employment. The provision of human resource services by the county to the sheriff does not create a joint-employer relationship. The sheriff's employees shall remain members of the county's health insurance and workers' compensation plans for at least the term set forth in this subparagraph.

(VIII) Fleet management, including procurement of all vehicles and other mobile assets such as boats and aircraft, and all vehicle repair and maintenance.

b. As used in this subparagraph, the term "information technology infrastructure" includes:

(I) All hardware, including computers.

(II) Budget and fiscal software, including payroll and purchasing software.

(III) Computer-aided dispatch.

c. Under a cost allocation plan agreed to by the county and the sheriff, the sheriff shall pay the county for such support services and information technology infrastructure from his or her general fund budget, except for any support services and information technology infrastructure costs that general law otherwise and expressly requires the county to fund outside the

sheriff's budget.

d. To satisfy compliance with this subsection and to establish the office of the sheriff in a manner that minimizes unnecessary financial expenditures, the county and the sheriff shall execute an interlocal agreement addressing the requirements of this subsection and other expenditures, including an appropriate phase-in period for identification of the sheriff's assets with the sheriff's markings to minimize the cost to taxpayers. The interlocal agreement shall have a term that ends no earlier than September 30, 2028, and may be amended, renewed, extended, or newly adopted at any time following the expiration or termination of the agreement. After the initial period ending no earlier than September 30, 2028, an interlocal agreement may be entered into between the county and the sheriff which provides for the same or different requirements as set forth in this subsection.

Section 7. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (h) of subsection (3) and paragraph (k) of subsection (15) of section 163.01, Florida Statutes, are reenacted to read:

163.01 Florida Interlocal Cooperation Act of 1969.—

(3) As used in this section:

(h) "Local government liability pool" means a reciprocal insurer as defined in s. 629.011 or any self-insurance program

451 created pursuant to s. 768.28(16), formed and controlled by
452 counties or municipalities of this state to provide liability
453 insurance coverage for counties, municipalities, or other public
454 agencies of this state, which pool may contract with other
455 parties for the purpose of providing claims administration,
456 processing, accounting, and other administrative facilities.

457 (15) Notwithstanding any other provision of this section
458 or of any other law except s. 361.14, any public agency of this
459 state which is an electric utility, or any separate legal entity
460 created pursuant to the provisions of this section, the
461 membership of which consists only of electric utilities, and
462 which exercises or proposes to exercise the powers granted by
463 part II of chapter 361, the Joint Power Act, may exercise any or
464 all of the following powers:

465 (k) The limitations on waiver in the provisions of s.
466 768.28 or any other law to the contrary notwithstanding, the
467 Legislature, in accordance with s. 13, Art. X of the State
468 Constitution, hereby declares that any such legal entity or any
469 public agency of this state that participates in any electric
470 project waives its sovereign immunity to:

- 471 1. All other persons participating therein; and
- 472 2. Any person in any manner contracting with a legal
473 entity of which any such public agency is a member, with
474 relation to:
 - 475 a. Ownership, operation, or any other activity set forth

476 in sub-subparagraph (b)2.d. with relation to any electric
477 project; or

478 b. The supplying or purchasing of services, output,
479 capacity, energy, or any combination thereof.

480 **Section 8. For the purpose of incorporating the amendment**
481 **made by this act to section 768.28, Florida Statutes, in a**
482 **reference thereto, section 190.043, Florida Statutes, is**
483 **reenacted to read:**

484 190.043 Suits against the district.—Any suit or action
485 brought or maintained against the district for damages arising
486 out of tort, including, without limitation, any claim arising
487 upon account of an act causing an injury or loss of property,
488 personal injury, or death, shall be subject to the limitations
489 provided in s. 768.28.

490 **Section 9. For the purpose of incorporating the amendment**
491 **made by this act to section 768.28, Florida Statutes, in a**
492 **reference thereto, subsection (13) of section 213.015, Florida**
493 **Statutes, is reenacted to read:**

494 213.015 Taxpayer rights.—There is created a Florida
495 Taxpayer's Bill of Rights to guarantee that the rights, privacy,
496 and property of Florida taxpayers are adequately safeguarded and
497 protected during tax assessment, collection, and enforcement
498 processes administered under the revenue laws of this state. The
499 Taxpayer's Bill of Rights compiles, in one document, brief but
500 comprehensive statements which explain, in simple, nontechnical

terms, the rights and obligations of the Department of Revenue and taxpayers. Section 192.0105 provides additional rights afforded to payors of property taxes and assessments. The rights afforded taxpayers to ensure that their privacy and property are safeguarded and protected during tax assessment and collection are available only insofar as they are implemented in other parts of the Florida Statutes or rules of the Department of Revenue. The rights so guaranteed Florida taxpayers in the Florida Statutes and the departmental rules are:

(13) The right to an action at law within the limitations of s. 768.28, relating to sovereign immunity, to recover damages against the state or the Department of Revenue for injury caused by the wrongful or negligent act or omission of a department officer or employee (see s. 768.28).

Section 10. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 252.51, Florida Statutes, is reenacted to read:

252.51 Liability.—Any person or organization, public or private, owning or controlling real estate or other premises who voluntarily and without compensation, other than payment or reimbursement of costs and expenses, grants a license or privilege or otherwise permits the designation by the local emergency management agency or use of the whole or any part of such real estate or premises for the purpose of sheltering

persons during an actual, impending, mock, or practice emergency, together with her or his successor in interest, if any, shall not be liable for the death of, or injury to, any person on or about such real estate or premises during the actual, impending, mock, or practice emergency, or for loss of, or damage to, the property of such person, solely by reason or as a result of such license, privilege, designation, or use, unless the gross negligence or the willful and wanton misconduct of such person owning or controlling such real estate or premises or her or his successor in interest is the proximate cause of such death, injury, loss, or damage occurring during such sheltering period. Any such person or organization who provides such shelter space for compensation shall be deemed to be an instrumentality of the state or its applicable agency or subdivision for the purposes of s. 768.28.

Section 11. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 252.89, Florida Statutes, is reenacted to read:

252.89 Tort liability.—The commission and the committees shall be state agencies, and the members of the commission and committees shall be officers, employees, or agents of the state for the purposes of s. 768.28.

Section 12. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

551 **reference thereto, section 252.944, Florida Statutes, is**
552 **reenacted to read:**

553 252.944 Tort liability.—The commission and the committees
554 are state agencies, and the members of the commission and
555 committees are officers, employees, or agents of the state for
556 the purpose of s. 768.28.

557 **Section 13. For the purpose of incorporating the amendment**
558 **made by this act to section 768.28, Florida Statutes, in a**
559 **reference thereto, subsection (2) of section 260.0125, Florida**
560 **Statutes, is reenacted to read:**

561 260.0125 Limitation on liability of private landowners
562 whose property is designated as part of the statewide system of
563 greenways and trails.—

564 (2) Any private landowner who consents to designation of
565 his or her land as part of the statewide system of greenways and
566 trails pursuant to s. 260.016(2)(d) without compensation shall
567 be considered a volunteer, as defined in s. 110.501, and shall
568 be covered by state liability protection pursuant to s. 768.28,
569 including s. 768.28(9).

570 **Section 14. For the purpose of incorporating the amendment**
571 **made by this act to section 768.28, Florida Statutes, in a**
572 **reference thereto, section 284.31, Florida Statutes, is**
573 **reenacted to read:**

574 284.31 Scope and types of coverages; separate accounts.—
575 The Insurance Risk Management Trust Fund must, unless

specifically excluded by the Department of Financial Services, cover all departments of the State of Florida and their employees, agents, and volunteers and must provide separate accounts for workers' compensation, general liability, fleet automotive liability, federal civil rights actions under 42 U.S.C. s. 1983 or similar federal statutes, state agency firefighter cancer benefits payable under s. 112.1816(2), and court-awarded attorney fees in other proceedings against the state except for such awards in eminent domain or for inverse condemnation or for awards by the Public Employees Relations Commission. Unless specifically excluded by the Department of Financial Services, the Insurance Risk Management Trust Fund must provide fleet automotive liability coverage to motor vehicles titled to the state, or to any department of the state, when such motor vehicles are used by community transportation coordinators performing, under contract to the appropriate department of the state, services for the transportation disadvantaged under part I of chapter 427. Such fleet automotive liability coverage is primary and is subject to s. 768.28 and parts II and III of chapter 284, and applicable rules adopted thereunder, and the terms and conditions of the certificate of coverage issued by the Department of Financial Services.

Section 15. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 284.38, Florida Statutes, is

reenacted to read:

284.38 Waiver of sovereign immunity; effect.—The insurance programs developed herein shall provide limits as established by the provisions of s. 768.28 if a tort claim. The limits provided in s. 768.28 shall not apply to a civil rights action arising under 42 U.S.C. s. 1983 or similar federal statute. Payment of a pending or future claim or judgment arising under any of said statutes may be made upon this act becoming a law, unless the officer, employee, or agent has been determined in the final judgment to have caused the harm intentionally; however, the fund is authorized to pay all other court-ordered attorney's fees as provided under s. 284.31.

Section 16. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (1) of section 322.13, Florida Statutes, is reenacted to read:

322.13 Driver license examiners.—

(1)

(b) Those persons serving as driver license examiners are not liable for actions taken within the scope of their employment or designation, except as provided by s. 768.28.

Section 17. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1) of section 337.19, Florida Statutes, is reenacted to read:

337.19 Suits by and against department; limitation of actions; forum.—

(1) Suits at law and in equity may be brought and maintained by and against the department on any contract claim arising from breach of an express provision or an implied covenant of a written agreement or a written directive issued by the department pursuant to the written agreement. In any such suit, the department and the contractor shall have all of the same rights and obligations as a private person under a like contract except that no liability may be based on an oral modification of either the written contract or written directive. Nothing herein shall be construed to waive the sovereign immunity of the state and its political subdivisions from equitable claims and equitable remedies. Notwithstanding anything to the contrary contained in this section, no employee or agent of the department may be held personally liable to an extent greater than that pursuant to s. 768.28 provided that no suit sounding in tort shall be maintained against the department.

Section 18. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (17) of section 341.302, Florida Statutes, is reenacted to read:

341.302 Rail program; duties and responsibilities of the department.—The department, in conjunction with other

governmental entities, including the rail enterprise and the private sector, shall develop and implement a rail program of statewide application designed to ensure the proper maintenance, safety, revitalization, and expansion of the rail system to assure its continued and increased availability to respond to statewide mobility needs. Within the resources provided pursuant to chapter 216, and as authorized under federal law, the department shall:

(17) In conjunction with the acquisition, ownership, construction, operation, maintenance, and management of a rail corridor, have the authority to:

(a) Assume obligations pursuant to the following:

1.a. The department may assume the obligation by contract to forever protect, defend, indemnify, and hold harmless the freight rail operator, or its successors, from whom the department has acquired a real property interest in the rail corridor, and that freight rail operator's officers, agents, and employees, from and against any liability, cost, and expense, including, but not limited to, commuter rail passengers and rail corridor invitees in the rail corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of such freight rail operator, its successors, or its officers, agents,

and employees, or any other person or persons whomsoever; or

b. The department may assume the obligation by contract to forever protect, defend, indemnify, and hold harmless National Railroad Passenger Corporation, or its successors, and officers, agents, and employees of National Railroad Passenger Corporation, from and against any liability, cost, and expense, including, but not limited to, commuter rail passengers and rail corridor invitees in the rail corridor, regardless of whether the loss, damage, destruction, injury, or death giving rise to any such liability, cost, or expense is caused in whole or in part, and to whatever nature or degree, by the fault, failure, negligence, misconduct, nonfeasance, or misfeasance of National Railroad Passenger Corporation, its successors, or its officers, agents, and employees, or any other person or persons whomsoever.

2. The assumption of liability of the department by contract pursuant to sub-subparagraph 1.a. or sub-subparagraph 1.b. may not in any instance exceed the following parameters of allocation of risk:

a. The department may be solely responsible for any loss, injury, or damage to commuter rail passengers, or rail corridor invitees, or trespassers, regardless of circumstances or cause, subject to sub-subparagraph b. and subparagraphs 3., 4., 5., and 6.

b.(I) In the event of a limited covered accident, the

701 authority of the department to protect, defend, and indemnify
702 the freight operator for all liability, cost, and expense,
703 including punitive or exemplary damages, in excess of the
704 deductible or self-insurance retention fund established under
705 paragraph (b) and actually in force at the time of the limited
706 covered accident exists only if the freight operator agrees,
707 with respect to the limited covered accident, to protect,
708 defend, and indemnify the department for the amount of the
709 deductible or self-insurance retention fund established under
710 paragraph (b) and actually in force at the time of the limited
711 covered accident.

712 (II) In the event of a limited covered accident, the
713 authority of the department to protect, defend, and indemnify
714 National Railroad Passenger Corporation for all liability, cost,
715 and expense, including punitive or exemplary damages, in excess
716 of the deductible or self-insurance retention fund established
717 under paragraph (b) and actually in force at the time of the
718 limited covered accident exists only if National Railroad
719 Passenger Corporation agrees, with respect to the limited
720 covered accident, to protect, defend, and indemnify the
721 department for the amount of the deductible or self-insurance
722 retention fund established under paragraph (b) and actually in
723 force at the time of the limited covered accident.

724 3. When only one train is involved in an incident, the
725 department may be solely responsible for any loss, injury, or

726 damage if the train is a department train or other train
727 pursuant to subparagraph 4., but only if:

728 a. When an incident occurs with only a freight train
729 involved, including incidents with trespassers or at grade
730 crossings, the freight rail operator is solely responsible for
731 any loss, injury, or damage, except for commuter rail passengers
732 and rail corridor invitees; or

733 b. When an incident occurs with only a National Railroad
734 Passenger Corporation train involved, including incidents with
735 trespassers or at grade crossings, National Railroad Passenger
736 Corporation is solely responsible for any loss, injury, or
737 damage, except for commuter rail passengers and rail corridor
738 invitees.

739 4. For the purposes of this subsection:

740 a. Any train involved in an incident that is neither the
741 department's train nor the freight rail operator's train,
742 hereinafter referred to in this subsection as an "other train,"
743 may be treated as a department train, solely for purposes of any
744 allocation of liability between the department and the freight
745 rail operator only, but only if the department and the freight
746 rail operator share responsibility equally as to third parties
747 outside the rail corridor who incur loss, injury, or damage as a
748 result of any incident involving both a department train and a
749 freight rail operator train, and the allocation as between the
750 department and the freight rail operator, regardless of whether

751 the other train is treated as a department train, shall remain
752 one-half each as to third parties outside the rail corridor who
753 incur loss, injury, or damage as a result of the incident. The
754 involvement of any other train shall not alter the sharing of
755 equal responsibility as to third parties outside the rail
756 corridor who incur loss, injury, or damage as a result of the
757 incident; or

758 b. Any train involved in an incident that is neither the
759 department's train nor the National Railroad Passenger
760 Corporation's train, hereinafter referred to in this subsection
761 as an "other train," may be treated as a department train,
762 solely for purposes of any allocation of liability between the
763 department and National Railroad Passenger Corporation only, but
764 only if the department and National Railroad Passenger
765 Corporation share responsibility equally as to third parties
766 outside the rail corridor who incur loss, injury, or damage as a
767 result of any incident involving both a department train and a
768 National Railroad Passenger Corporation train, and the
769 allocation as between the department and National Railroad
770 Passenger Corporation, regardless of whether the other train is
771 treated as a department train, shall remain one-half each as to
772 third parties outside the rail corridor who incur loss, injury,
773 or damage as a result of the incident. The involvement of any
774 other train shall not alter the sharing of equal responsibility
775 as to third parties outside the rail corridor who incur loss,

injury, or damage as a result of the incident.

5. When more than one train is involved in an incident:

a.(I) If only a department train and freight rail operator's train, or only an other train as described in sub-subparagraph 4.a. and a freight rail operator's train, are involved in an incident, the department may be responsible for its property and all of its people, all commuter rail passengers, and rail corridor invitees, but only if the freight rail operator is responsible for its property and all of its people, and the department and the freight rail operator each share one-half responsibility as to trespassers or third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; or

(II) If only a department train and a National Railroad Passenger Corporation train, or only an other train as described in sub-subparagraph 4.b. and a National Railroad Passenger Corporation train, are involved in an incident, the department may be responsible for its property and all of its people, all commuter rail passengers, and rail corridor invitees, but only if National Railroad Passenger Corporation is responsible for its property and all of its people, all National Railroad Passenger Corporation's rail passengers, and the department and National Railroad Passenger Corporation each share one-half responsibility as to trespassers or third parties outside the rail corridor who incur loss, injury, or damage as a result of

the incident.

b.(I) If a department train, a freight rail operator train, and any other train are involved in an incident, the allocation of liability between the department and the freight rail operator, regardless of whether the other train is treated as a department train, shall remain one-half each as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; the involvement of any other train shall not alter the sharing of equal responsibility as to third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident; and, if the owner, operator, or insurer of the other train makes any payment to injured third parties outside the rail corridor who incur loss, injury, or damage as a result of the incident, the allocation of credit between the department and the freight rail operator as to such payment shall not in any case reduce the freight rail operator's third-party-sharing allocation of one-half under this paragraph to less than one-third of the total third party liability; or

(II) If a department train, a National Railroad Passenger Corporation train, and any other train are involved in an incident, the allocation of liability between the department and National Railroad Passenger Corporation, regardless of whether the other train is treated as a department train, shall remain one-half each as to third parties outside the rail corridor who

826 incur loss, injury, or damage as a result of the incident; the
827 involvement of any other train shall not alter the sharing of
828 equal responsibility as to third parties outside the rail
829 corridor who incur loss, injury, or damage as a result of the
830 incident; and, if the owner, operator, or insurer of the other
831 train makes any payment to injured third parties outside the
832 rail corridor who incur loss, injury, or damage as a result of
833 the incident, the allocation of credit between the department
834 and National Railroad Passenger Corporation as to such payment
835 shall not in any case reduce National Railroad Passenger
836 Corporation's third-party-sharing allocation of one-half under
837 this sub-subparagraph to less than one-third of the total third
838 party liability.

839 6. Any such contractual duty to protect, defend,
840 indemnify, and hold harmless such a freight rail operator or
841 National Railroad Passenger Corporation shall expressly include
842 a specific cap on the amount of the contractual duty, which
843 amount shall not exceed \$200 million without prior legislative
844 approval, and the department to purchase liability insurance and
845 establish a self-insurance retention fund in the amount of the
846 specific cap established under this subparagraph, provided that:

847 a. No such contractual duty shall in any case be effective
848 nor otherwise extend the department's liability in scope and
849 effect beyond the contractual liability insurance and self-
850 insurance retention fund required pursuant to this paragraph;

851 and

852 b.(I) The freight rail operator's compensation to the
853 department for future use of the department's rail corridor
854 shall include a monetary contribution to the cost of such
855 liability coverage for the sole benefit of the freight rail
856 operator.

857 (II) National Railroad Passenger Corporation's
858 compensation to the department for future use of the
859 department's rail corridor shall include a monetary contribution
860 to the cost of such liability coverage for the sole benefit of
861 National Railroad Passenger Corporation.

862 (b) Purchase liability insurance, which amount shall not
863 exceed \$200 million, and establish a self-insurance retention
864 fund for the purpose of paying the deductible limit established
865 in the insurance policies it may obtain, including coverage for
866 the department, any freight rail operator as described in
867 paragraph (a), National Railroad Passenger Corporation, commuter
868 rail service providers, governmental entities, or any ancillary
869 development, which self-insurance retention fund or deductible
870 shall not exceed \$10 million. The insureds shall pay a
871 reasonable monetary contribution to the cost of such liability
872 coverage for the sole benefit of the insured. Such insurance and
873 self-insurance retention fund may provide coverage for all
874 damages, including, but not limited to, compensatory, special,
875 and exemplary, and be maintained to provide an adequate fund to

cover claims and liabilities for loss, injury, or damage arising out of or connected with the ownership, operation, maintenance, and management of a rail corridor.

(c) Incur expenses for the purchase of advertisements, marketing, and promotional items.

(d) Without altering any of the rights granted to the department under this section, agree to assume the obligations to indemnify and insure, pursuant to s. 343.545, freight rail service, intercity passenger rail service, and commuter rail service on a department-owned rail corridor, whether ownership is in fee or by easement, or on a rail corridor where the department has the right to operate.

Neither the assumption by contract to protect, defend, indemnify, and hold harmless; the purchase of insurance; nor the establishment of a self-insurance retention fund shall be deemed to be a waiver of any defense of sovereign immunity for torts nor deemed to increase the limits of the department's or the governmental entity's liability for torts as provided in s. 768.28. The requirements of s. 287.022(1) shall not apply to the purchase of any insurance under this subsection. The provisions of this subsection shall apply and inure fully as to any other governmental entity providing commuter rail service and constructing, operating, maintaining, or managing a rail corridor on publicly owned right-of-way under contract by the

governmental entity with the department or a governmental entity designated by the department. Notwithstanding any law to the contrary, procurement for the construction, operation, maintenance, and management of any rail corridor described in this subsection, whether by the department, a governmental entity under contract with the department, or a governmental entity designated by the department, shall be pursuant to s. 287.057 and shall include, but not be limited to, criteria for the consideration of qualifications, technical aspects of the proposal, and price. Further, any such contract for design-build shall be procured pursuant to the criteria in s. 337.11(7).

Section 19. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (c) of subsection (4) of section 351.03, Florida Statutes, is reenacted to read:

351.03 Railroad-highway grade-crossing warning signs and signals; audible warnings; exercise of reasonable care; blocking highways, roads, and streets during darkness.—

(4)

(c) Nothing in this subsection shall be construed to nullify the liability provisions of s. 768.28.

Section 20. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (6) of section 373.1395, Florida Statutes, is reenacted to read:

373.1395 Limitation on liability of water management district with respect to areas made available to the public for recreational purposes without charge.—

(6) This section does not relieve any water management district of any liability that would otherwise exist for gross negligence or a deliberate, willful, or malicious injury to a person or property. This section does not create or increase the liability of any water management district or person beyond that which is authorized by s. 768.28.

Section 21. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (a) of subsection (3) of section 375.251, Florida Statutes, is reenacted to read:

375.251 Limitation on liability of persons making available to public certain areas for recreational purposes without charge.—

(3)(a) An owner of an area who enters into a written agreement concerning the area with a state agency for outdoor recreational purposes, where such agreement recognizes that the state agency is responsible for personal injury, loss, or damage resulting in whole or in part from the state agency's use of the area under the terms of the agreement subject to the limitations and conditions specified in s. 768.28, owes no duty of care to keep the area safe for entry or use by others, or to give warning to persons entering or going on the area of any

951 hazardous conditions, structures, or activities thereon. An
952 owner who enters into a written agreement concerning the area
953 with a state agency for outdoor recreational purposes:

954 1. Is not presumed to extend any assurance that the area
955 is safe for any purpose;

956 2. Does not incur any duty of care toward a person who
957 goes on the area that is subject to the agreement; or

958 3. Is not liable or responsible for any injury to persons
959 or property caused by the act or omission of a person who goes
960 on the area that is subject to the agreement.

961 **Section 22. For the purpose of incorporating the amendment**
962 **made by this act to section 768.28, Florida Statutes, in a**
963 **reference thereto, subsection (9) of section 381.0056, Florida**
964 **Statutes, is reenacted to read:**

965 381.0056 School health services program.—

966 (9) Any health care entity that provides school health
967 services under contract with the department pursuant to a school
968 health services plan developed under this section, and as part
969 of a school nurse services public-private partnership, is deemed
970 to be a corporation acting primarily as an instrumentality of
971 the state solely for the purpose of limiting liability pursuant
972 to s. 768.28(5). The limitations on tort actions contained in s.
973 768.28(5) shall apply to any action against the entity with
974 respect to the provision of school health services, if the
975 entity is acting within the scope of and pursuant to guidelines

established in the contract or by rule of the department. The contract must require the entity, or the partnership on behalf of the entity, to obtain general liability insurance coverage, with any additional endorsement necessary to insure the entity for liability assumed by its contract with the department. The Legislature intends that insurance be purchased by entities, or by partnerships on behalf of the entity, to cover all liability claims, and under no circumstances shall the state or the department be responsible for payment of any claims or defense costs for claims brought against the entity or its subcontractor for services performed under the contract with the department. This subsection does not preclude consideration by the Legislature for payment by the state of any claims bill involving an entity contracting with the department pursuant to this section.

Section 23. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (3) of section 393.075, Florida Statutes, is reenacted to read:

393.075 General liability coverage.—

(3) This section shall not be construed as designating or not designating that a person who owns or operates a foster care facility or group home facility as described in this section or any other person is an employee or agent of the state. Nothing in this section amends, expands, or supersedes the provisions of

s. 768.28.

Section 24. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (7) of section 394.9085, Florida Statutes, is reenacted to read:

394.9085 Behavioral provider liability.—

(7) This section shall not be construed to waive sovereign immunity for any governmental unit or other entity protected by sovereign immunity. Section 768.28 shall continue to apply to all governmental units and such entities.

Section 25. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (g) of subsection (10) of section 395.1055, Florida Statutes, is reenacted to read:

395.1055 Rules and enforcement.—

(10) The agency shall establish a pediatric cardiac technical advisory panel, pursuant to s. 20.052, to develop procedures and standards for measuring outcomes of pediatric cardiac catheterization programs and pediatric cardiovascular surgery programs.

(g) Panel members are agents of the state for purposes of s. 768.28 throughout the good faith performance of the duties assigned to them by the Secretary of Health Care Administration.

Section 26. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

reference thereto, paragraph (c) of subsection (17) of section 403.706, Florida Statutes, is reenacted to read:

403.706 Local government solid waste responsibilities.—

(17) To effect the purposes of this part, counties and municipalities are authorized, in addition to other powers granted pursuant to this part:

(c) To waive sovereign immunity and immunity from suit in federal court by vote of the governing body of the county or municipality to the extent necessary to carry out the authority granted in paragraphs (a) and (b), notwithstanding the limitations prescribed in s. 768.28.

Section 27. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (15) of section 409.175, Florida Statutes, is reenacted to read:

409.175 Licensure of family foster homes, residential child-caring agencies, and child-placing agencies; public records exemption.—

(15)

(b) This subsection may not be construed as designating or not designating that a person who owns or operates a family foster home as described in this subsection or any other person is an employee or agent of the state. Nothing in this subsection amends, expands, or supersedes the provisions of s. 768.28.

Section 28. For the purpose of incorporating the amendment

made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1), paragraph (a) of subsection (2), and paragraph (a) of subsection (3) of section 409.993, Florida Statutes, are reenacted to read:

409.993 Lead agencies and subcontractor liability.—

(1) FINDINGS.—

(a) The Legislature finds that the state has traditionally provided foster care services to children who are the responsibility of the state. As such, foster children have not had the right to recover for injuries beyond the limitations specified in s. 768.28. The Legislature has determined that foster care and related services should be outsourced pursuant to this section and that the provision of such services is of paramount importance to the state. The purpose of such outsourcing is to increase the level of safety, security, and stability of children who are or become the responsibility of the state. One of the components necessary to secure a safe and stable environment for such children is the requirement that private providers maintain liability insurance. As such, insurance needs to be available and remain available to nongovernmental foster care and related services providers without the resources of such providers being significantly reduced by the cost of maintaining such insurance.

(b) The Legislature further finds that, by requiring the following minimum levels of insurance, children in outsourced

1076 foster care and related services will gain increased protection
1077 and rights of recovery in the event of injury than currently
1078 provided in s. 768.28.

1079 (2) LEAD AGENCY LIABILITY.—

1080 (a) Other than an entity to which s. 768.28 applies, an
1081 eligible community-based care lead agency, or its employees or
1082 officers, except as otherwise provided in paragraph (b), shall,
1083 as a part of its contract, obtain a minimum of \$1 million per
1084 occurrence with a policy period aggregate limit of \$3 million in
1085 general liability insurance coverage. The lead agency must also
1086 require that staff who transport client children and families in
1087 their personal automobiles in order to carry out their job
1088 responsibilities obtain minimum bodily injury liability
1089 insurance in the amount of \$100,000 per person per any one
1090 automobile accident, and subject to such limits for each person,
1091 \$300,000 for all damages resulting from any one automobile
1092 accident, on their personal automobiles. In lieu of personal
1093 motor vehicle insurance, the lead agency's casualty, liability,
1094 or motor vehicle insurance carrier may provide nonowned
1095 automobile liability coverage. This insurance provides liability
1096 insurance for an automobile that the lead agency uses in
1097 connection with the lead agency's business but does not own,
1098 lease, rent, or borrow. This coverage includes an automobile
1099 owned by an employee of the lead agency or a member of the
1100 employee's household but only while the automobile is used in

connection with the lead agency's business. The nonowned automobile coverage for the lead agency applies as excess coverage over any other collectible insurance. The personal automobile policy for the employee of the lead agency shall be primary insurance, and the nonowned automobile coverage of the lead agency acts as excess insurance to the primary insurance. The lead agency shall provide a minimum limit of \$1 million in nonowned automobile coverage. In a tort action brought against such a lead agency or employee, net economic damages shall be limited to \$2 million per liability claim and \$200,000 per automobile claim, including, but not limited to, past and future medical expenses, wage loss, and loss of earning capacity, offset by any collateral source payment paid or payable. In any tort action brought against a lead agency, noneconomic damages shall be limited to \$400,000 per claim. A claims bill may be brought on behalf of a claimant pursuant to s. 768.28 for any amount exceeding the limits specified in this paragraph. Any offset of collateral source payments made as of the date of the settlement or judgment shall be in accordance with s. 768.76. The lead agency is not liable in tort for the acts or omissions of its subcontractors or the officers, agents, or employees of its subcontractors.

(3) SUBCONTRACTOR LIABILITY.—

(a) A subcontractor of an eligible community-based care lead agency that is a direct provider of foster care and related

services to children and families, and its employees or officers, except as otherwise provided in paragraph (b), must, as a part of its contract, obtain a minimum of \$1 million per occurrence with a policy period aggregate limit of \$3 million in general liability insurance coverage. The subcontractor of a lead agency must also require that staff who transport client children and families in their personal automobiles in order to carry out their job responsibilities obtain minimum bodily injury liability insurance in the amount of \$100,000 per person in any one automobile accident, and subject to such limits for each person, \$300,000 for all damages resulting from any one automobile accident, on their personal automobiles. In lieu of personal motor vehicle insurance, the subcontractor's casualty, liability, or motor vehicle insurance carrier may provide nonowned automobile liability coverage. This insurance provides liability insurance for automobiles that the subcontractor uses in connection with the subcontractor's business but does not own, lease, rent, or borrow. This coverage includes automobiles owned by the employees of the subcontractor or a member of the employee's household but only while the automobiles are used in connection with the subcontractor's business. The nonowned automobile coverage for the subcontractor applies as excess coverage over any other collectible insurance. The personal automobile policy for the employee of the subcontractor shall be primary insurance, and the nonowned automobile coverage of the

subcontractor acts as excess insurance to the primary insurance. The subcontractor shall provide a minimum limit of \$1 million in nonowned automobile coverage. In a tort action brought against such subcontractor or employee, net economic damages shall be limited to \$2 million per liability claim and \$200,000 per automobile claim, including, but not limited to, past and future medical expenses, wage loss, and loss of earning capacity, offset by any collateral source payment paid or payable. In a tort action brought against such subcontractor, noneconomic damages shall be limited to \$400,000 per claim. A claims bill may be brought on behalf of a claimant pursuant to s. 768.28 for any amount exceeding the limits specified in this paragraph. Any offset of collateral source payments made as of the date of the settlement or judgment shall be in accordance with s. 768.76.

Section 29. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (8) of section 420.504, Florida Statutes, is reenacted to read:

420.504 Public corporation; creation, membership, terms, expenses.—

(8) The corporation is a corporation primarily acting as an instrumentality of the state, within the meaning of s. 768.28.

Section 30. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

1176 **reference thereto, subsection (3) of section 455.221, Florida**
1177 **Statutes, is reenacted to read:**

1178 455.221 Legal and investigative services.—

1179 (3) Any person retained by the department under contract
1180 to review materials, make site visits, or provide expert
1181 testimony regarding any complaint or application filed with the
1182 department relating to a profession under the jurisdiction of
1183 the department shall be considered an agent of the department in
1184 determining the state insurance coverage and sovereign immunity
1185 protection applicability of ss. 284.31 and 768.28.

1186 **Section 31. For the purpose of incorporating the amendment**
1187 **made by this act to section 768.28, Florida Statutes, in a**
1188 **reference thereto, subsection (5) of section 455.32, Florida**
1189 **Statutes, is reenacted to read:**

1190 455.32 Management Privatization Act.—

1191 (5) Any such corporation may hire staff as necessary to
1192 carry out its functions. Such staff are not public employees for
1193 the purposes of chapter 110 or chapter 112, except that the
1194 board of directors and the employees of the corporation are
1195 subject to the provisions of s. 112.061 and part III of chapter
1196 112. The provisions of s. 768.28 apply to each such corporation,
1197 which is deemed to be a corporation primarily acting as an
1198 instrumentality of the state but which is not an agency within
1199 the meaning of s. 20.03(1).

1200 **Section 32. For the purpose of incorporating the amendment**

1201 **made by this act to section 768.28, Florida Statutes, in a**
1202 **reference thereto, subsection (3) of section 456.009, Florida**
1203 **Statutes, is reenacted to read:**

1204 456.009 Legal and investigative services.—

1205 (3) Any person retained by the department under contract
1206 to review materials, make site visits, or provide expert
1207 testimony regarding any complaint or application filed with the
1208 department relating to a profession under the jurisdiction of
1209 the department shall be considered an agent of the department in
1210 determining the state insurance coverage and sovereign immunity
1211 protection applicability of ss. 284.31 and 768.28.

1212 **Section 33. For the purpose of incorporating the amendment**
1213 **made by this act to section 768.28, Florida Statutes, in a**
1214 **reference thereto, paragraph (a) of subsection (15) of section**
1215 **456.076, Florida Statutes, is reenacted to read:**

1216 456.076 Impaired practitioner programs.—

1217 (15)(a) A consultant retained pursuant to this section and
1218 a consultant's directors, officers, employees, or agents shall
1219 be considered agents of the department for purposes of s. 768.28
1220 while acting within the scope of the consultant's duties under
1221 the contract with the department.

1222 **Section 34. For the purpose of incorporating the amendment**
1223 **made by this act to section 768.28, Florida Statutes, in a**
1224 **reference thereto, subsection (3) of section 471.038, Florida**
1225 **Statutes, is reenacted to read:**

1226 471.038 Florida Engineers Management Corporation.—

1227 (3) The Florida Engineers Management Corporation is
1228 created to provide administrative, investigative, and
1229 prosecutorial services to the board in accordance with the
1230 provisions of chapter 455 and this chapter. The management
1231 corporation may hire staff as necessary to carry out its
1232 functions. Such staff are not public employees for the purposes
1233 of chapter 110 or chapter 112, except that the board of
1234 directors and the staff are subject to the provisions of s.
1235 112.061. The provisions of s. 768.28 apply to the management
1236 corporation, which is deemed to be a corporation primarily
1237 acting as an instrumentality of the state, but which is not an
1238 agency within the meaning of s. 20.03(1). The management
1239 corporation shall:

1240 (a) Be a Florida corporation not for profit, incorporated
1241 under the provisions of chapter 617.

1242 (b) Provide administrative, investigative, and
1243 prosecutorial services to the board in accordance with the
1244 provisions of chapter 455, this chapter, and the contract
1245 required by this section.

1246 (c) Receive, hold, and administer property and make only
1247 prudent expenditures directly related to the responsibilities of
1248 the board, and in accordance with the contract required by this
1249 section.

1250 (d) Be approved by the board, and the department, to

operate for the benefit of the board and in the best interest of the state.

(e) Operate under a fiscal year that begins on July 1 of each year and ends on June 30 of the following year.

(f) Have a seven-member board of directors, five of whom are to be appointed by the board and must be registrants regulated by the board and two of whom are to be appointed by the secretary and must be laypersons not regulated by the board. All appointments shall be for 4-year terms. No member shall serve more than two consecutive terms. Failure to attend three consecutive meetings shall be deemed a resignation from the board, and the vacancy shall be filled by a new appointment.

(g) Select its officers in accordance with its bylaws. The members of the board of directors who were appointed by the board may be removed by the board.

(h) Select the president of the management corporation, who shall also serve as executive director to the board, subject to approval of the board.

(i) Use a portion of the interest derived from the management corporation account to offset the costs associated with the use of credit cards for payment of fees by applicants or licensees.

(j) Operate under a written contract with the department which is approved by the board. The contract must provide for, but is not limited to:

1276 1. Submission by the management corporation of an annual
1277 budget that complies with board rules for approval by the board
1278 and the department.

1279 2. Annual certification by the board and the department
1280 that the management corporation is complying with the terms of
1281 the contract in a manner consistent with the goals and purposes
1282 of the board and in the best interest of the state. This
1283 certification must be reported in the board's minutes. The
1284 contract must also provide for methods and mechanisms to resolve
1285 any situation in which the certification process determines
1286 noncompliance.

1287 3. Funding of the management corporation through
1288 appropriations allocated to the regulation of professional
1289 engineers from the Professional Regulation Trust Fund.

1290 4. The reversion to the board, or the state if the board
1291 ceases to exist, of moneys, records, data, and property held in
1292 trust by the management corporation for the benefit of the
1293 board, if the management corporation is no longer approved to
1294 operate for the board or the board ceases to exist. All records
1295 and data in a computerized database shall be returned to the
1296 department in a form that is compatible with the computerized
1297 database of the department.

1298 5. The securing and maintaining by the management
1299 corporation, during the term of the contract and for all acts
1300 performed during the term of the contract, of all liability

insurance coverages in an amount to be approved by the board to defend, indemnify, and hold harmless the management corporation and its officers and employees, the department and its employees, and the state against all claims arising from state and federal laws. Such insurance coverage must be with insurers qualified and doing business in the state. The management corporation must provide proof of insurance to the department. The department and its employees and the state are exempt from and are not liable for any sum of money which represents a deductible, which sums shall be the sole responsibility of the management corporation. Violation of this subparagraph shall be grounds for terminating the contract.

6. Payment by the management corporation, out of its allocated budget, to the department of all costs of representation by the board counsel, including salary and benefits, travel, and any other compensation traditionally paid by the department to other board counsel.

7. Payment by the management corporation, out of its allocated budget, to the department of all costs incurred by the management corporation or the board for the Division of Administrative Hearings of the Department of Management Services and any other cost for utilization of these state services.

8. Payment by the management corporation, out of its allocated budget, to the department of reasonable costs associated with the contract monitor.

1326 (k) Provide for an annual financial audit of its financial
1327 accounts and records by an independent certified public
1328 accountant. The annual audit report shall include a management
1329 letter in accordance with s. 11.45 and a detailed supplemental
1330 schedule of expenditures for each expenditure category. The
1331 annual audit report must be submitted to the board, the
1332 department, and the Auditor General for review.

1333 (l) Provide for persons not employed by the corporation
1334 who are charged with the responsibility of receiving and
1335 depositing fee and fine revenues to have a faithful performance
1336 bond in such an amount and according to such terms as shall be
1337 determined in the contract.

1338 (m) Submit to the secretary, the board, and the
1339 Legislature, on or before October 1 of each year, a report on
1340 the status of the corporation which includes, but is not limited
1341 to, information concerning the programs and funds that have been
1342 transferred to the corporation. The report must include: the
1343 number of license applications received; the number approved and
1344 denied and the number of licenses issued; the number of
1345 examinations administered and the number of applicants who
1346 passed or failed the examination; the number of complaints
1347 received; the number determined to be legally sufficient; the
1348 number dismissed; the number determined to have probable cause;
1349 the number of administrative complaints issued and the status of
1350 the complaints; and the number and nature of disciplinary

actions taken by the board.

(n) Develop and submit to the department, performance standards and measurable outcomes for the board to adopt by rule in order to facilitate efficient and cost-effective regulation.

Section 35. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (11) of section 472.006, Florida Statutes, is reenacted to read:

472.006 Department; powers and duties.—The department shall:

(11) Provide legal counsel for the board by contracting with the Department of Legal Affairs, by retaining private counsel pursuant to s. 287.059, or by providing department staff counsel. The board shall periodically review and evaluate the services provided by its board counsel. Fees and costs of such counsel shall be paid from the General Inspection Trust Fund, subject to ss. 215.37 and 472.011. All contracts for independent legal counsel must provide for periodic review and evaluation by the board and the department of services provided.

(b) Any person retained by the department under contract to review materials, make site visits, or provide expert testimony regarding any complaint or application filed with the department relating to the practice of surveying and mapping shall be considered an agent of the department in determining the state insurance coverage and sovereign immunity protection

applicability of ss. 284.31 and 768.28.

Section 36. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (7) of section 497.167, Florida Statutes, is reenacted to read:

497.167 Administrative matters.—

(7) Any person retained by the department under contract to review materials, make site visits, or provide expert testimony regarding any complaint or application filed with the department, relating to regulation under this chapter, shall be considered an agent of the department in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

Section 37. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (2) of section 513.118, Florida Statutes, is reenacted to read:

513.118 Conduct on premises; refusal of service.—

(2) The operator of a recreational vehicle park may request that a transient guest or visitor who violates subsection (1) leave the premises immediately. A person who refuses to leave the premises commits the offense of trespass as provided in s. 810.08, and the operator may call a law enforcement officer to have the person and his or her property removed under the supervision of the officer. A law enforcement

officer is not liable for any claim involving the removal of the person or property from the recreational vehicle park under this section, except as provided in s. 768.28. If conditions do not allow for immediate removal of the person's property, he or she may arrange a reasonable time, not to exceed 48 hours, with the operator to come remove the property, accompanied by a law enforcement officer.

Section 38. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1) of section 548.046, Florida Statutes, is reenacted to read:

548.046 Physician's attendance at match; examinations; cancellation of match.—

(1) The commission, or the commission representative, shall assign to each match at least one physician who shall observe the physical condition of the participants and advise the commissioner or commission representative in charge and the referee of the participants' conditions before, during, and after the match. The commission shall establish a schedule of fees for the physician's services. The physician's fee shall be paid by the promoter of the match attended by the physician. The physician shall be considered an agent of the commission in determining the state insurance coverage and sovereign immunity protection applicability of ss. 284.31 and 768.28.

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made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (8) of section 556.106, Florida Statutes, is reenacted to read:

556.106 Liability of the member operator, excavator, and system.—

(8) Any liability of the state, its agencies, or its subdivisions which arises out of this chapter is subject to the provisions of s. 768.28.

Section 40. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (e) of subsection (4) of section 589.19, Florida Statutes, is reenacted to read:

589.19 Creation of certain state forests; naming of certain state forests; Operation Outdoor Freedom Program.—

(4)

(e)1. A private landowner who provides land for designation and use as an Operation Outdoor Freedom Program hunting site shall have limited liability pursuant to s. 375.251.

2. A private landowner who consents to the designation and use of land as part of the Operation Outdoor Freedom Program without compensation shall be considered a volunteer, as defined in s. 110.501, and shall be covered by state liability protection pursuant to s. 768.28, including s. 768.28(9).

3. This subsection does not:

1451 a. Relieve any person of liability that would otherwise
1452 exist for deliberate, willful, or malicious injury to persons or
1453 property.

1454 b. Create or increase the liability of any person.

1455 **Section 41. For the purpose of incorporating the amendment**
1456 **made by this act to section 768.28, Florida Statutes, in a**
1457 **reference thereto, subsections (3) and (4) of section 627.7491,**
1458 **Florida Statutes, are reenacted to read:**

1459 627.7491 Official law enforcement vehicles; motor vehicle
1460 insurance requirements.—

1461 (3) Any suit or action brought or maintained against an
1462 employing agency for damages arising out of tort pursuant to
1463 this section, including, without limitation, any claim arising
1464 upon account of an act causing loss of property, personal
1465 injury, or death, shall be subject to the limitations provided
1466 in s. 768.28(5).

1467 (4) The requirements of this section may be met by any
1468 method authorized by s. 768.28(16).

1469 **Section 42. For the purpose of incorporating the amendment**
1470 **made by this act to section 768.28, Florida Statutes, in a**
1471 **reference thereto, paragraph (c) of subsection (2) of section**
1472 **723.0611, Florida Statutes, is reenacted to read:**

1473 723.0611 Florida Mobile Home Relocation Corporation.—

1474 (2)

1475 (c) The corporation shall, for purposes of s. 768.28, be

considered an agency of the state. Agents or employees of the corporation, members of the board of directors of the corporation, or representatives of the Division of Florida Condominiums, Timeshares, and Mobile Homes shall be considered officers, employees, or agents of the state, and actions against them and the corporation shall be governed by s. 768.28.

Section 43. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (5) of section 760.11, Florida Statutes, is reenacted to read:

760.11 Administrative and civil remedies; construction.—

(5) In any civil action brought under this section, the court may issue an order prohibiting the discriminatory practice and providing affirmative relief from the effects of the practice, including back pay. The court may also award compensatory damages, including, but not limited to, damages for mental anguish, loss of dignity, and any other intangible injuries, and punitive damages. The provisions of ss. 768.72 and 768.73 do not apply to this section. The judgment for the total amount of punitive damages awarded under this section to an aggrieved person shall not exceed \$100,000. In any action or proceeding under this subsection, the court, in its discretion, may allow the prevailing party a reasonable attorney's fee as part of the costs. It is the intent of the Legislature that this provision for attorney's fees be interpreted in a manner

consistent with federal case law involving a Title VII action. The right to trial by jury is preserved in any such private right of action in which the aggrieved person is seeking compensatory or punitive damages, and any party may demand a trial by jury. The commission's determination of reasonable cause is not admissible into evidence in any civil proceeding, including any hearing or trial, except to establish for the court the right to maintain the private right of action. A civil action brought under this section shall be commenced no later than 1 year after the date of determination of reasonable cause by the commission. The commencement of such action shall divest the commission of jurisdiction of the complaint, except that the commission may intervene in the civil action as a matter of right. Notwithstanding the above, the state and its agencies and subdivisions shall not be liable for punitive damages. The total amount of recovery against the state and its agencies and subdivisions shall not exceed the limitation as set forth in s. 768.28(5).

Section 44. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (4) of section 766.1115, Florida Statutes, is reenacted to read:

766.1115 Health care providers; creation of agency relationship with governmental contractors.—

(4) CONTRACT REQUIREMENTS.—A health care provider that

executes a contract with a governmental contractor to deliver health care services on or after April 17, 1992, as an agent of the governmental contractor is an agent for purposes of s. 768.28(9), while acting within the scope of duties under the contract, if the contract complies with the requirements of this section and regardless of whether the individual treated is later found to be ineligible. A health care provider shall continue to be an agent for purposes of s. 768.28(9) for 30 days after a determination of ineligibility to allow for treatment until the individual transitions to treatment by another health care provider. A health care provider under contract with the state may not be named as a defendant in any action arising out of medical care or treatment provided on or after April 17, 1992, under contracts entered into under this section. The contract must provide that:

(a) The right of dismissal or termination of any health care provider delivering services under the contract is retained by the governmental contractor.

(b) The governmental contractor has access to the patient records of any health care provider delivering services under the contract.

(c) Adverse incidents and information on treatment outcomes must be reported by any health care provider to the governmental contractor if the incidents and information pertain to a patient treated under the contract. The health care

1551 provider shall submit the reports required by s. 395.0197. If an
1552 incident involves a professional licensed by the Department of
1553 Health or a facility licensed by the Agency for Health Care
1554 Administration, the governmental contractor shall submit such
1555 incident reports to the appropriate department or agency, which
1556 shall review each incident and determine whether it involves
1557 conduct by the licensee that is subject to disciplinary action.
1558 All patient medical records and any identifying information
1559 contained in adverse incident reports and treatment outcomes
1560 which are obtained by governmental entities under this paragraph
1561 are confidential and exempt from the provisions of s. 119.07(1)
1562 and s. 24(a), Art. I of the State Constitution.

1563 (d) Patient selection and initial referral must be made by
1564 the governmental contractor or the provider. Patients may not be
1565 transferred to the provider based on a violation of the
1566 antidumping provisions of the Omnibus Budget Reconciliation Act
1567 of 1989, the Omnibus Budget Reconciliation Act of 1990, or
1568 chapter 395.

1569 (e) If emergency care is required, the patient need not be
1570 referred before receiving treatment, but must be referred within
1571 48 hours after treatment is commenced or within 48 hours after
1572 the patient has the mental capacity to consent to treatment,
1573 whichever occurs later.

1574 (f) The provider is subject to supervision and regular
1575 inspection by the governmental contractor.

(g) As an agent of the governmental contractor for purposes of s. 768.28(9), while acting within the scope of duties under the contract, a health care provider licensed under chapter 466 may allow a patient, or a parent or guardian of the patient, to voluntarily contribute a monetary amount to cover costs of dental laboratory work related to the services provided to the patient. This contribution may not exceed the actual cost of the dental laboratory charges.

A governmental contractor that is also a health care provider is not required to enter into a contract under this section with respect to the health care services delivered by its employees.

Section 45. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (2) of section 766.112, Florida Statutes, is reenacted to read:

766.112 Comparative fault.—

(2) In an action for damages for personal injury or wrongful death arising out of medical negligence, whether in contract or tort, when an apportionment of damages pursuant to s. 768.81 is attributed to a board of trustees of a state university, the court shall enter judgment against the board of trustees on the basis of the board's percentage of fault and not on the basis of the doctrine of joint and several liability. The sole remedy available to a claimant to collect a judgment or

1601 settlement against a board of trustees, subject to the
1602 provisions of this subsection, shall be pursuant to s. 768.28.

1603 **Section 46. For the purpose of incorporating the amendment**
1604 **made by this act to section 768.28, Florida Statutes, in a**
1605 **reference thereto, subsection (3) of section 768.1355, Florida**
1606 **Statutes, is reenacted to read:**

1607 768.1355 Florida Volunteer Protection Act.—

1608 (3) Members of elected or appointed boards, councils, and
1609 commissions of the state, counties, municipalities, authorities,
1610 and special districts shall incur no civil liability and shall
1611 have immunity from suit as provided in s. 768.28 for acts or
1612 omissions by members relating to members' conduct of their
1613 official duties. It is the intent of the Legislature to
1614 encourage our best and brightest people to serve on elected and
1615 appointed boards, councils, and commissions.

1616 **Section 47. For the purpose of incorporating the amendment**
1617 **made by this act to section 768.28, Florida Statutes, in a**
1618 **reference thereto, subsection (7) of section 768.1382, Florida**
1619 **Statutes, is reenacted to read:**

1620 768.1382 Streetlights, security lights, and other similar
1621 illumination; limitation on liability.—

1622 (7) In the event that there is any conflict between this
1623 section and s. 768.81, or any other section of the Florida
1624 Statutes, this section shall control. Further, nothing in this
1625 section shall impact or waive any provision of s. 768.28.

1626 **Section 48. For the purpose of incorporating the amendment**
1627 **made by this act to section 768.28, Florida Statutes, in a**
1628 **reference thereto, subsection (4) of section 768.295, Florida**
1629 **Statutes, is reenacted to read:**

1630 768.295 Strategic Lawsuits Against Public Participation
1631 (SLAPP) prohibited.—

1632 (4) A person or entity sued by a governmental entity or
1633 another person in violation of this section has a right to an
1634 expeditious resolution of a claim that the suit is in violation
1635 of this section. A person or entity may move the court for an
1636 order dismissing the action or granting final judgment in favor
1637 of that person or entity. The person or entity may file a motion
1638 for summary judgment, together with supplemental affidavits,
1639 seeking a determination that the claimant's or governmental
1640 entity's lawsuit has been brought in violation of this section.
1641 The claimant or governmental entity shall thereafter file a
1642 response and any supplemental affidavits. As soon as
1643 practicable, the court shall set a hearing on the motion, which
1644 shall be held at the earliest possible time after the filing of
1645 the claimant's or governmental entity's response. The court may
1646 award, subject to the limitations in s. 768.28, the party sued
1647 by a governmental entity actual damages arising from a
1648 governmental entity's violation of this section. The court shall
1649 award the prevailing party reasonable attorney fees and costs
1650 incurred in connection with a claim that an action was filed in

violation of this section.

Section 49. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, section 946.5026, Florida Statutes, is reenacted to read:

946.5026 Sovereign immunity in tort actions.—The provisions of s. 768.28 shall be applicable to the corporation established under this part, which is deemed to be a corporation primarily acting as an instrumentality of the state.

Section 50. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, Subsection (3) of section 946.514, Florida Statutes, is reenacted to read:

946.514 Civil rights of inmates; inmates not state employees; liability of corporation for inmate injuries.—

(3) The corporation is liable for inmate injury to the extent specified in s. 768.28; however, the members of the board of directors are not individually liable to any inmate for any injury sustained in any correctional work program operated by the corporation.

Section 51. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (5), paragraph (a) of subsection (6), and subsection (7) of section 961.06, Florida Statutes, are reenacted to read:

961.06 Compensation for wrongful incarceration.—

(5) Before the department approves the application for compensation, the wrongfully incarcerated person must sign a release and waiver on behalf of the wrongfully incarcerated person and his or her heirs, successors, and assigns, forever releasing the state or any agency, instrumentality, or any political subdivision thereof, or any other entity subject to s. 768.28, from all present or future claims that the wrongfully incarcerated person or his or her heirs, successors, or assigns may have against such entities arising out of the facts in connection with the wrongful conviction for which compensation is being sought under the act.

(6)(a) A wrongfully incarcerated person may not submit an application for compensation under this act if the person has a lawsuit pending against the state or any agency, instrumentality, or any political subdivision thereof, or any other entity subject to the provisions of s. 768.28, in state or federal court requesting compensation arising out of the facts in connection with the claimant's conviction and incarceration.

(7) Any payment made under this act does not constitute a waiver of any defense of sovereign immunity or an increase in the limits of liability on behalf of the state or any person subject to the provisions of s. 768.28 or other law.

Section 52. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a

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reference thereto, paragraph (h) of subsection (12) of section 1002.33, Florida Statutes, is reenacted to read:

1002.33 Charter schools.—

(12) EMPLOYEES OF CHARTER SCHOOLS.—

(h) For the purposes of tort liability, the charter school, including its governing body and employees, shall be governed by s. 768.28. This paragraph does not include any for-profit entity contracted by the charter school or its governing body.

Section 53. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (6) of section 1002.333, Florida Statutes, is reenacted to read:

1002.333 Persistently low-performing schools.—

(6) STATUTORY AUTHORITY.—

(b) For the purposes of tort liability, the hope operator, the school of hope, and its employees or agents shall be governed by s. 768.28. The sponsor shall not be liable for civil damages under state law for the employment actions or personal injury, property damage, or death resulting from an act or omission of a hope operator, the school of hope, or its employees or agents. This paragraph does not include any for-profit entity contracted by the charter school or its governing body.

Section 54. For the purpose of incorporating the amendment

1726 **made by this act to section 768.28, Florida Statutes, in a**
1727 **reference thereto, subsection (17) of section 1002.34, Florida**
1728 **Statutes, is reenacted to read:**

1729 1002.34 Charter technical career centers.—

1730 (17) IMMUNITY.—For the purposes of tort liability, the
1731 governing body and employees of a center are governed by s.
1732 768.28.

1733 **Section 55. For the purpose of incorporating the amendment**
1734 **made by this act to section 768.28, Florida Statutes, in a**
1735 **reference thereto, paragraph (c) of subsection (3) of section**
1736 **1002.351, Florida Statutes, is reenacted to read:**

1737 1002.351 The Florida School for Competitive Academics.—

1738 (3) BOARD OF TRUSTEES.—

1739 (c) The board of trustees is a public agency entitled to
1740 sovereign immunity pursuant to s. 768.28, and board members are
1741 public officers who bear fiduciary responsibility for the
1742 Florida School for Competitive Academics.

1743 **Section 56. For the purpose of incorporating the amendment**
1744 **made by this act to section 768.28, Florida Statutes, in a**
1745 **reference thereto, subsection (2) of section 1002.37, Florida**
1746 **Statutes, is reenacted to read:**

1747 1002.37 The Florida Virtual School.—

1748 (2) The Florida Virtual School shall be governed by a
1749 board of trustees comprised of seven members appointed by the
1750 Governor to 4-year staggered terms. The board of trustees shall

1751 be a public agency entitled to sovereign immunity pursuant to s.
1752 768.28, and board members shall be public officers who shall
1753 bear fiduciary responsibility for the Florida Virtual School.
1754 The board of trustees shall have the following powers and
1755 duties:

1756 (a)1. The board of trustees shall meet at least 4 times
1757 each year, upon the call of the chair, or at the request of a
1758 majority of the membership.

1759 2. The fiscal year for the Florida Virtual School shall be
1760 the state fiscal year as provided in s. 216.011(1)(q).

1761 (b) The board of trustees shall be responsible for the
1762 Florida Virtual School's development of a state-of-the-art
1763 technology-based education delivery system that is cost-
1764 effective, educationally sound, marketable, and capable of
1765 sustaining a self-sufficient delivery system through the Florida
1766 Education Finance Program.

1767 (c) The board of trustees shall aggressively seek avenues
1768 to generate revenue to support its future endeavors, and shall
1769 enter into agreements with distance learning providers. The
1770 board of trustees may acquire, enjoy, use, and dispose of
1771 patents, copyrights, and trademarks and any licenses and other
1772 rights or interests thereunder or therein. Ownership of all such
1773 patents, copyrights, trademarks, licenses, and rights or
1774 interests thereunder or therein shall vest in the state, with
1775 the board of trustees having full right of use and full right to

1776 retain the revenues derived therefrom. Any funds realized from
1777 patents, copyrights, trademarks, or licenses shall be considered
1778 internal funds as provided in s. 1011.07. Such funds shall be
1779 used to support the school's marketing and research and
1780 development activities in order to improve courseware and
1781 services to its students.

1782 (d) The board of trustees shall be responsible for the
1783 administration and control of all local school funds derived
1784 from all activities or sources and shall prescribe the
1785 principles and procedures to be followed in administering these
1786 funds.

1787 (e) The Florida Virtual School may accrue supplemental
1788 revenue from supplemental support organizations, which include,
1789 but are not limited to, alumni associations, foundations,
1790 parent-teacher associations, and booster associations. The
1791 governing body of each supplemental support organization shall
1792 recommend the expenditure of moneys collected by the
1793 organization for the benefit of the school. Such expenditures
1794 shall be contingent upon the review of the executive director.
1795 The executive director may override any proposed expenditure of
1796 the organization that would violate Florida law or breach sound
1797 educational management.

1798 (f) In accordance with law and rules of the State Board of
1799 Education, the board of trustees shall administer and maintain
1800 personnel programs for all employees of the board of trustees

1801 and the Florida Virtual School. The board of trustees may adopt
1802 rules, policies, and procedures related to the appointment,
1803 employment, and removal of personnel.

1804 1. The board of trustees shall determine the compensation,
1805 including salaries and fringe benefits, and other conditions of
1806 employment for such personnel.

1807 2. The board of trustees may establish and maintain a
1808 personnel loan or exchange program by which persons employed by
1809 the board of trustees for the Florida Virtual School as academic
1810 administrative and instructional staff may be loaned to, or
1811 exchanged with persons employed in like capacities by, public
1812 agencies either within or without this state, or by private
1813 industry. With respect to public agency employees, the program
1814 authorized by this subparagraph shall be consistent with the
1815 requirements of part II of chapter 112. The salary and benefits
1816 of board of trustees personnel participating in the loan or
1817 exchange program shall be continued during the period of time
1818 they participate in a loan or exchange program, and such
1819 personnel shall be deemed to have no break in creditable or
1820 continuous service or employment during such time. The salary
1821 and benefits of persons participating in the personnel loan or
1822 exchange program who are employed by public agencies or private
1823 industry shall be paid by the originating employers of those
1824 participants, and such personnel shall be deemed to have no
1825 break in creditable or continuous service or employment during

such time.

3. The employment of all Florida Virtual School academic administrative and instructional personnel shall be subject to rejection for cause by the board of trustees, and shall be subject to policies of the board of trustees relative to certification, tenure, leaves of absence, sabbaticals, remuneration, and such other conditions of employment as the board of trustees deems necessary and proper, not inconsistent with law.

4. Each person employed by the board of trustees in an academic administrative or instructional capacity with the Florida Virtual School shall be entitled to a contract as provided by rules of the board of trustees.

5. All employees except temporary, seasonal, and student employees may be state employees for the purpose of being eligible to participate in the Florida Retirement System and receive benefits. The classification and pay plan, including terminal leave and other benefits, and any amendments thereto, shall be subject to review and approval by the Department of Management Services and the Executive Office of the Governor prior to adoption.

(g) The board of trustees shall establish priorities for admission of students in accordance with paragraph (1)(b).

(h) The board of trustees shall establish and distribute to all school districts and high schools in the state procedures

1851 for enrollment of students in courses offered by the Florida
1852 Virtual School.

1853 (i) The board of trustees shall establish criteria
1854 defining the elements of an approved franchise. The board of
1855 trustees may enter into franchise agreements with Florida
1856 district school boards and may establish the terms and
1857 conditions governing such agreements. The board of trustees
1858 shall establish the performance and accountability measures and
1859 report the performance of each school district franchise to the
1860 Commissioner of Education.

1861 (j) The board of trustees shall submit to the State Board
1862 of Education both forecasted and actual enrollments and credit
1863 completions for the Florida Virtual School, according to
1864 procedures established by the State Board of Education. At a
1865 minimum, such procedures must include the number of public,
1866 private, and home education students served by program and by
1867 county of residence.

1868 (k) The board of trustees shall provide for the content
1869 and custody of student and employee personnel records. Student
1870 records shall be subject to the provisions of s. 1002.22.
1871 Employee records shall be subject to the provisions of s.
1872 1012.31.

1873 (l) The financial records and accounts of the Florida
1874 Virtual School shall be maintained under the direction of the
1875 board of trustees and under rules adopted by the State Board of

Education for the uniform system of financial records and accounts for the schools of the state.

The Governor shall designate the initial chair of the board of trustees to serve a term of 4 years. Members of the board of trustees shall serve without compensation, but may be reimbursed for per diem and travel expenses pursuant to s. 112.061. The board of trustees shall be a body corporate with all the powers of a body corporate and such authority as is needed for the proper operation and improvement of the Florida Virtual School. The board of trustees is specifically authorized to adopt rules, policies, and procedures, consistent with law and rules of the State Board of Education related to governance, personnel, budget and finance, administration, programs, curriculum and instruction, travel and purchasing, technology, students, contracts and grants, and property as necessary for optimal, efficient operation of the Florida Virtual School. Tangible personal property owned by the board of trustees shall be subject to the provisions of chapter 273.

Section 57. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (1) of subsection (3) of section 1002.55, Florida Statutes, is reenacted to read:

1002.55 School-year prekindergarten program delivered by private prekindergarten providers.—

1901 (3) To be eligible to deliver the prekindergarten program,
1902 a private prekindergarten provider must meet each of the
1903 following requirements:

1904 (1) Notwithstanding paragraph (j), for a private
1905 prekindergarten provider that is a state agency or a subdivision
1906 thereof, as defined in s. 768.28(2), the provider must agree to
1907 notify the coalition of any additional liability coverage
1908 maintained by the provider in addition to that otherwise
1909 established under s. 768.28. The provider shall indemnify the
1910 coalition to the extent permitted by s. 768.28. Notwithstanding
1911 paragraph (j), for a child development program that is
1912 accredited by a national accrediting body and operates on a
1913 military installation that is certified by the United States
1914 Department of Defense, the provider may demonstrate liability
1915 coverage by affirming that it is subject to the Federal Tort
1916 Claims Act, 28 U.S.C. ss. 2671 et seq.

1917 **Section 58. For the purpose of incorporating the amendment**
1918 **made by this act to section 768.28, Florida Statutes, in a**
1919 **reference thereto, subsection (10) of section 1002.83, Florida**
1920 **Statutes, is reenacted to read:**

1921 1002.83 Early learning coalitions.—

1922 (10) For purposes of tort liability, each member or
1923 employee of an early learning coalition shall be governed by s.
1924 768.28.

1925 **Section 59. For the purpose of incorporating the amendment**

made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (p) of subsection (1) of section 1002.88, Florida Statutes, is reenacted to read:

1002.88 School readiness program provider standards; eligibility to deliver the school readiness program.—

(1) To be eligible to deliver the school readiness program, a school readiness program provider must:

(p) Notwithstanding paragraph (m), for a provider that is a state agency or a subdivision thereof, as defined in s. 768.28(2), agree to notify the coalition of any additional liability coverage maintained by the provider in addition to that otherwise established under s. 768.28. The provider shall indemnify the coalition to the extent permitted by s. 768.28. Notwithstanding paragraph (m), for a child development program that is accredited by a national accrediting body and operates on a military installation that is certified by the United States Department of Defense, the provider may demonstrate liability coverage by affirming that it is subject to the Federal Tort Claims Act, 28 U.S.C. ss. 2671 et seq.

Section 60. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, subsection (1) of section 1006.24, Florida Statutes, is reenacted to read:

1006.24 Tort liability; liability insurance.—

(1) Each district school board shall be liable for tort

claims arising out of any incident or occurrence involving a school bus or other motor vehicle owned, maintained, operated, or used by the district school board to transport persons, to the same extent and in the same manner as the state or any of its agencies or subdivisions is liable for tort claims under s. 768.28, except that the total liability to persons being transported for all claims or judgments of such persons arising out of the same incident or occurrence shall not exceed an amount equal to \$5,000 multiplied by the rated seating capacity of the school bus or other vehicle, as determined by rules of the State Board of Education, or \$100,000, whichever is greater. The provisions of s. 768.28 apply to all claims or actions brought against district school boards, as authorized in this subsection.

Section 61. For the purpose of incorporating the amendment made by this act to section 768.28, Florida Statutes, in a reference thereto, paragraph (b) of subsection (2) of section 1006.261, Florida Statutes, is reenacted to read:

1006.261 Use of school buses for public purposes.—

(2)

(b) For purposes of liability for negligence, state agencies or subdivisions as defined in s. 768.28(2) shall be covered by s. 768.28. Every other corporation or organization shall provide liability insurance coverage in the minimum amounts of \$100,000 on any claim or judgment and \$200,000 on all

HB 301

2025

1976 | claims and judgments arising from the same incident or
1977 | occurrence.

1978 | **Section 62.** This act shall take effect October 1, 2025.



DAN MARINO FOUNDATION

DAN MARINO FOUNDATION AUTISM ACCEPTANCE FAMILY SUNDAY

In partnership with Dania Pointe, the Dan Marino Foundation (DMF) is thrilled to announce the DMF Autism Acceptance Family Sunday on April 6, 2025, at The Lawn at Dania Pointe (150 Sunset Drive, Dania Beach). This exciting event promises a fun-filled afternoon of live music, performances, and interactive activities with local sports teams and first responders. One of the event's main attractions is the Resource Marketplace, where families can engage with community nonprofits and sponsors. Over 1,500 attendees have joined us in past years, and this year's celebration is sure to be even bigger and better!



SPONSORSHIP OPPORTUNITIES



CHAMPION

- Corporate branding on all signage
- Logo on DMF website
- Logo inclusion in DMF newsletters
- Company name inclusion on all social media platforms as partner
- Premium exhibit space at event on The Lawn

\$5000



ADVOCATE

- Corporate branding on all signage
- Logo on DMF website
- Logo inclusion in DMF newsletters
- Company name inclusion on all social media platforms
- Exhibit space at event

\$2500



FRIEND

- Logo on DMF website
- Logo Inclusion in DMF newsletters
- Company name Inclusion on all social media platforms
- Exhibit space at event

\$1000



**DAN MARINO
FOUNDATION**

Founded by Dan and Claire Marino after their son, Michael was diagnosed with autism in 1992, the Dan Marino Foundation has a long and distinguished history of life-changing programs and services with the mission to "empower individuals with autism."

954.368.6000
DanMarinoFoundation.org
Info@DanMarinoFoundation.org



DAN MARINO
FOUNDATION

SAVE THE DATE!

AUTISM ACCEPTANCE FAMILY SUNDAY

April 6th, 2025

Location: The Lawn At Dania Pointe
150 Sunset Drive Dania Beach, FL
2:00 PM - 6:00 PM



Our purpose is people



Memorial
Healthcare System



City of Dania Beach Community Development Memorandum

DATE: 2/25/2025

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
Claudia Viviana Batista, Planning & Zoning Manager

SUBJECT: DR-037-24: The owner, Banyan Bay Marine Center LLC., requests approval of a Plat Note Amendment for the property located at 4491 Ravenswood Road.

Request:

Plat note amendment for the MVL Plat to clarify and limit the use of the platted property.

Background:

PROPERTY INFORMATION:

EXISTING ZONING:	Industrial (IROM-AA)
LAND USE DESIGNATION:	Commercial and Low (5) residential
SITE ACREAGE:	11.76-acre (20,700 SF)
EXISTING USE:	Marina
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Background:

The subject property is an 11.76-acre existing marina with a vacant parcel to the west. The current Plat Note comprises three parcels; Parcel A, B, and C. The Plat Note Amendment intends to clarify and limit the use of the platted parcels by amending the restriction as identified below.

From:

- 487 (wet/dry) marina berths
- 20,700 S.F. of ancillary commercial
- Max Building/Sign height Restricted to 105 feet (AMSL)
- Freestanding banks or bank drive-thru

To:

- 175,000 square feet of Industrial Warehouse

The property also has a Site Plan application under review for an industrial development consisting of two (2) warehouse buildings totaling 169,286 square feet, which will be processed separately.

COMMUNITY OUTREACH

On December 12, 2024, the applicant sent notices to the adjacent properties within 1,000 feet of the subject property notifying the proposed development. On January 13, 2025, the applicant held a Community Outreach meeting to discuss the details of the project. During the meeting, residents stated concerns regarding flooding in the area and how the site will handle flood capacity, as well as how the applicant is preserving the existing tree species on site. In addition, neighbors had questions about boat mooring across the canal and how it will impact the new development. The applicant provided proper clarification for the concerns and how they meet the city's requirements. One of the concerns raised: included traffic circulation through the neighborhood due to ride-share vehicles cutting through 45th Street heading to Port Everglades and Fort Lauderdale International Airport (FLL). The applicant stated they are proposing a traffic calming device such as a digital speed reader for vehicles headed westbound when approaching the residential neighborhood at the request of staff. Another concern brought by the neighbors in the area is the buffer from the industrial use to the residential community to the west. The applicant stated they are proposing an 8-foot wall and landscape buffering as requested by the city to address the buffering concern.

DEVELOPMENT REVIEW COMMITTEE (DRC)

The Plat Note Amendment was reviewed by staff at the DRC on September 26, 2024, November 27, 2024, and January 28, 2025, which includes personnel from the BSO Fire, Public Services, the City's landscape consultant, and Community Development Department's Planning Division. All disciplines approved administratively the submittal on the three rounds. The following DRC comment remains.

1. Broward County approval is required. (Engineering)

Comprehensive Plan:

This application supports the City's Comprehensive Plan by furthering the following goals, objectives & policies:

Objectives

- Policy 1.1.1.5 Future industrial land uses shall be located with access to major transportation facilities including highways, airport, and railroads, and seaports.
- Policy 1.1.1.6 In order to ensure sufficient amounts of industrial land are available to meet Dania Beach's future needs, those lands enjoying a future land use industrial designation on the Future Dania Beach Land Use Plan Map shall not be utilized for non-industrial purposes, except where in conformance with the Industrial Permitted Use subsection of the Plan Implementation Requirements section of the Dania Beach Land Use Plan.

Budgetary Impact

Approval of the Plat Note Amendment will enable this site to be redeveloped, expanding the City's tax roll.

Recommendation

The Community Development Department is recommending approval of the resolution for the Plat Note Amendment providing that the remaining DRC comment is made as a condition of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "MVL PLAT" (DR-037-24) SUBMITTED BY THE OWNER, BANYAN BAY MARINE CENTER, LLC, FOR A PROPERTY LOCATED AT 4491 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 28, the Land Development Code (the "LDC") Part 6 "Development Review Procedures and Requirements," Article 640, "Plats" of the City Code of Ordinances (the "City Code"), the property owner, BANYAN BAY MARINE CENTER, LLC, (the "Applicant"), applied to the City of Dania Beach (the "City") for approval of a Plat note amendment (DR-037-24) to the "MVL Plat" recorded in the Public Records at Plat Book 146, Page 1, a copy of which is made a part of and incorporated into this resolution as Exhibit A; and

WHEREAS, the Applicant is proposing to build a new 169,286-square-foot warehouse on Property in the City of Dania Beach, located at 4491 Ravenswood Road, said Property being located within the plat limits of The MVL Plat; and

WHEREAS, the Applicant has initiated development approvals to construct the warehouse under Site Plan application SP-036-24; and

WHEREAS, the Applicant is requesting an amendment to the notation of the Plat to remove the restriction to 487 (wet/dry) marina berths and 20,700 square feet of ancillary commercial use. The maximum building/sign height is restricted to 105 feet Above Mean Sea Level (AMSL). Freestanding banks or bank drive-thru facilities are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts to change the Plat note to reflect the intended proposed and future use for the referenced platted property, said amendment is attached as Exhibit B to this resolution and incorporated by reference herein; and

WHEREAS, staff has reviewed the proposed request and finds that it remains consistent with the concurrency standards established for the Plat, and therefore recommends approval; and

WHEREAS, the City's Staff Report analyzes the applicant's request based on the variance criteria and supports the Applicant's request and is incorporated by reference herein as the City's findings of fact; and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, City Code of Ordinances, Chapter 28, entitled "Land Development Code" ("LDC"), Part 6, entitled "Development Review Procedures and Requirements," Section 640-70 titled "Amendment of plat" provides that the Plat note amendment must be approved by City Commission; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Article 610 of the LDC; and

WHEREAS, the City Commission finds that the Plat note amendment (DR-037-24) will protect the public health, safety, and welfare of the residents of the City, and further the purpose, goals, objectives, and policies of the Comprehensive Plan;

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

Section 1. That the 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 Plat note amendment (DR-037-24) for "The MVL Plat", recorded in the Public Records at Plat Book 146, Page 1 is approved, and the Plat note is changed as follows:

From: "This plat is restricted to 487 (wet/dry) marina berths and 20,700 square feet of ancillary commercial use. The maximum building/sign height is restricted to 105 feet Above Mean Sea Level (AMSL). Freestanding banks or bank drive-thru facilities are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts." [strike this language]

To: "This plat is restricted to 175,000 square feet of industrial/warehouse." [add this language].

Section 3. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a State or Federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a State or Federal agency or undertakes actions that result in a violation of State or Federal law.

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

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

PASSED AND ADOPTED on _____, 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

EXHIBIT “A”

MVL PLAT 146-1 B PARCEL A



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

Location Map

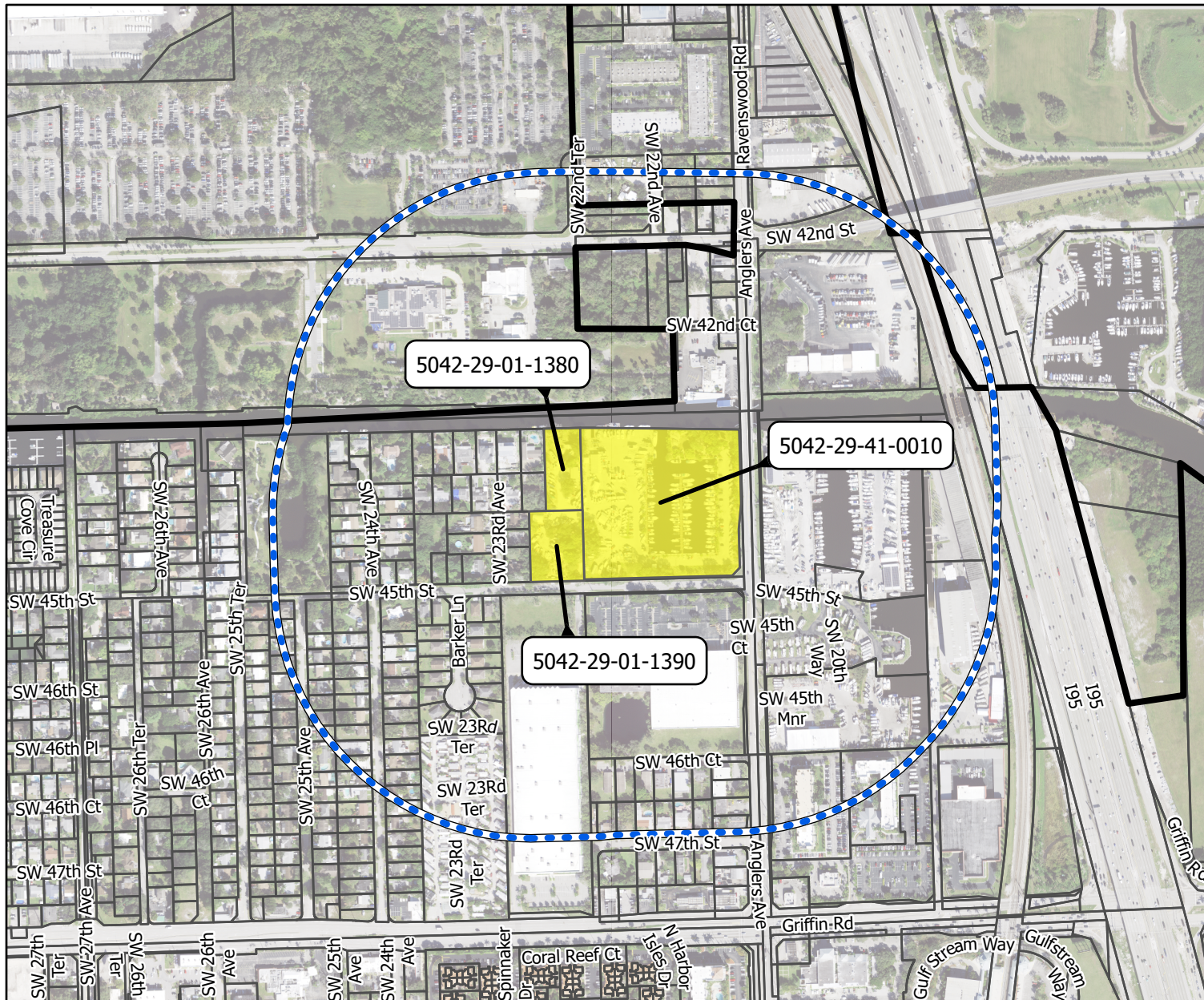
APPLICATION
SP-036-24

FOLIO:
5042-29-01-1380
5042-29-01-1390
5042-29-41-0010

ADDRESS:
4491 Ravenswood Road

REQUEST
Site Plan for New
Warehouse Development

APPLICANT
Constellation Operating
Company LLC



Legend

- Dania Beach Boundary
- Proposed Parcel
- Parcels
- 1000 ft Buffer



Date: 1/6/2025

When Printed on 8 1/2" x 11"
1 inch equals 600 feet



Florida Technical Consultants



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☒ Plat
- ☐ Rezoning
- ☐ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 4491 RAVENSWOOD RD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: MVL Plat

Folio Number(s): 504229011380, 504229011390, and 504229410010 Legal Description: See attached Exhibit "A"

Applicant/Consultant/Legal Representative (**circle one**) Constellation Operating Company, LLC

Address of Applicant: 601 Brickell Key Drive, Suite 700 Miami, FL 33131

Business Telephone: c/o 305-673-2585 Home: _____ Fax: _____

E-mail address: C/O tslavens@lsnlaw.com

Name of Property Owner: BANYAN BAY MARINE CENTER LLC

Address of Property Owner: 1815 Cordova RD # 202 FT Lauderdale, FL 33316

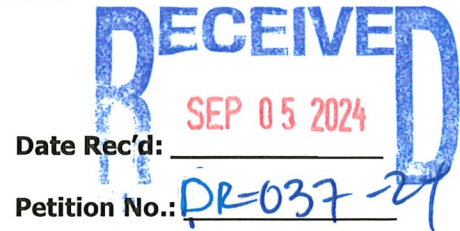
Business Telephone: c/o 305-673-2585 Home: _____ Fax: _____

Explanation of Request: Plat Note Amendment, please see Letter of Intent

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 10.49 acres Gross Acreage: 11.76 Acres Prop. Square Footage: +/- 169,286

Existing Use: Marina Proposed Use: Warehouse



Is property owned individually, by a corporation, association, or a joint venture? Limited Liability Company.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Tracy Slavens Esq. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: John T. Loos III
(Owner / Agent signature*)

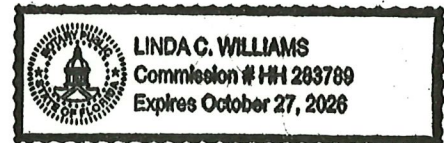
BEFORE ME THIS 29th DAY OF August, 2024

By:

John T. Loos III
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Linda C. Williams
(Signature of Notary Public – State of FL)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Exhibit A

Legal Description

PARCEL 1:

PARCEL A OF MVL PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 300 FEET LESS THE SOUTH 25 FEET AND LESS THE WEST 120 FEET OF TRACT 5, IN BLOCK 4, OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE MARSHALL EVERGLADES LANDS COMPANY AMENDED PLAT OF SECTIONS 28, 29, 31, AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 3:

THE EAST 142 FEET OF THAT PART OF TRACT 5, IN BLOCK 4, LYING SOUTH OF DANIA CUT-OFF CANAL, EXCEPTING THEREFROM THE SOUTH 300 FEET OF SAID TRACT, ALL BEING LOCATED IN BLOCK 4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE MARSHALL EVERGLADES LANDS COMPANY AMENDED PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

*SAID LANDS SITUATE IN THE CITY OF DANIA, BROWARD COUNTY, FLORIDA.
CONTAINING 456,962 SQUARE FEET OR 10.490 ACRES MORE OR LESS*



Tracy R. Slavens, Esq.
+1 305-673-2585
tslavens@lsnlaw.com

December 20, 2024

VIA ELECTRONIC DELIVERY

Eleanor Norena, CFM
Planning and Zoning Director
City of Dania Beach
100 W Dania Beach Boulevard
Dania Beach, FL 33004

**RE: Application for Plat Delegation Approval (the "Application") –
Constellation Operating Company LLC**

Dear Ms. Norena:

Please accept this amended letter of intent on behalf of Constellation Operating Company LLC (the "Applicant") in support of its request for Plat Delegation, in the form of an amendment to the notation on the plat, of the MVL Plat, recorded in Plat Book 146 at Page 1 of the Public Records of Broward County, Florida (the "Plat"). This Application concerns the ±8.14 acre parcel of land, located at 4491 Ravenswood Road (a/k/a 4491 Anglers Avenue) in the City of Dania Beach, Florida (the "Property"). It should be noted that the Applicant has filed a site plan review application with the City of Dania Beach for the Property along with two additional parcels identified by Folio Nos. 504229011380, 504229011390 and 504229410010 (collectively, the "Site Plan Property"). The Applicant is proposing to redevelop the Site Plan Property with approximately 170,000 square feet of industrial/warehouse use.

The Plat was originally approved by the Board of County Commissioners on April 18, 1989. The Plat was recorded with a note restriction limiting the use of the platted property to 8,900 square feet of Commercial and 39,000 square feet of Boat Storage. A copy of the Plat is attached hereto as Exhibit A. The Plat Notation was later amended, pursuant to that certain Agreement for Amendment of Notation on Plat recorded in Official Records Book 48574 at Page 351 of the Public Records of Broward County, Florida. A copy of this Agreement is attached hereto as Exhibit B. The Plat notation, as amended, limited the use of the Property to 487 (wet/dry) marina berths and 20,700 square feet of ancillary commercial use. It also included a limit on building and sign height to 105 feet above mean sea level (AMSL) and restricting the use of freestanding banks or banks with drive-thru facilities and without the approval of the Board of County Commissioners.

The Applicant is seeking to improve the Site Plan Property with an industrial development composed of two (2) state-of-the-art logistics warehouse buildings totalling approximately 170,000 square feet. However, it should be noted that the traffic analysis concluded that the Property can absorb a maximum of 498,999 square feet of industrial/warehouse use and still yield a reduction in traffic impacts. Notwithstanding, the Applicant seeks to amend the Plat notation to reflect the proposed industrial/warehouse use, as follows:

From:

This plat is restricted to 487 (wet/dry) marina berths and 20,700 square feet of ancillary commercial use. The maximum building/sign height is restricted to 105 feet above mean sea level (AMSL). Freestanding banks or banks with drive-thru facilities are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

To:

This plat is restricted to 175,000 square feet of industrial/warehouse.

The amendment to the note restriction will not cause any adverse impacts to the surrounding area. The Applicant has engaged Kimley-Horn and Associates to perform a Trip Generation Analysis of the change in use. The analysis confirms that the proposed redevelopment will result in a net reduction in vehicular trips entering and exiting the site and the maximum feasible development results in no net change in trips. The Trip Generation Analysis is included with the Application. No change in maximum height is proposed for the Property. The Applicant acknowledges that any new use proposed will be required to be approved by the City through the site plan approval process and a concurrent application has been filed seeking the same.

Based on the foregoing, we ask for your favorable review of this Application. Should you have any questions or require additional information, please feel free to contact me directly via phone or email.

Respectfully submitted,

LSN Law, P.A.

A handwritten signature in blue ink that reads "Tracy Slavens". The signature is fluid and cursive, with the first name "Tracy" and last name "Slavens" clearly distinguishable.

Tracy R. Slavens, Esq.

Enclosures

CC: Claudia Viviana Batista

Amended and Restated Agreement for Amendment of Notation on Plat

The existing notation shown on the face of the PLAT, as amended, clarifying and limiting the use of the platted property is hereby amended as follows:

From:

This plat is restricted to 487 (wet/dry) marina berths and 20,700 square feet of ancillary commercial use. The maximum building/sign height is restricted to 105 feet above mean sea level (AMSL). Freestanding banks or banks with drive-thru facilities are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

To:

This plat is restricted to 175,000 square feet of industrial/warehouse.

December 12, 2024

Sincerely,
Tracy Slavens, Esq.
LSN Law, P.A.

Batista, Viviana Claudia

From: Lajoie, Corinne
Sent: Tuesday, January 14, 2025 5:01 PM
To: Batista, Viviana Claudia; Cuervo, Alejandra
Cc: Norena, Eleanor
Subject: RE: Banyan Bay Public Outreach notes

Thank you for the summary. Were any elected in attendance?



Corinne Lajoie, AICP, Deputy Director
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954924.6800, x3704



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: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>
Sent: Monday, January 13, 2025 6:48 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>; Cuervo, Alejandra <acuervo@daniabeachfl.gov>
Subject: Banyan Bay Public Outreach notes

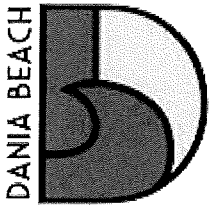
1. Resident had questions about flooding and how the site will handle flood capacity. Applicant explained how the site is required to meet engineering and storm water requirements.
2. Resident had questions on how the site will channeling traffic from the east and how much the road capacity was to handle the truck load. Applicant explained how they traffic circulation on site meet the traffic needs.
3. Resident had questions about landscape and how they were preserving the existing species. Applicant explained the process of preserving them.
5. Resident had questions on the lighting and how it was handled no to spill over the canal to the neighboring properties. Applicant addressed all questions meeting photometric requirements.
6. Resident had questions about the boater's park across the canal and if it would impact the boat mooring for the county facility. Applicant mentioned it will not be affected.
7. Resident suggested for developer to provide a sidewalk to connect residence tial park to site for workers from the development to enjoy at lunch. Applicant said it might be something the city can consider.
8. Resident ask if filling the basin required a variance and if any was requested. Applicant mentioned no variances are being sought and the application for filling the basin is going thru Army Corp of Engineers as well as County Environmental.

9. Resident had questions about traffic coming from the port or the airport and how it will affect the load on Ravenswood and neighborhood streets. Also mentioned the traffic created from people going to the airport cutting thru the neighborhood. Applicant proposed to do a traffic calming study on 45th and if needed, they are willing to do a traffic calming table.

10. Resident had questions about buffering to the residential community to the west and how tall and solid the wall was proposed. Applicant explained they are proposing an 8ft wall as requested by the city and landscape buffering.

Sent from my T-Mobile 5G Device

[Get Outlook for Android](#)



Claudia Viviana Batista, Planning & Zoning Manager

cbatista@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3654



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.



City of Dania Beach Community Development Memorandum

DATE: 2/25/2025

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
Claudia Viviana Batista, Planning & Zoning Manager

SUBJECT: SP-036-24: The owner, Banyan Bay Marine Center LLC., requests approval of a Site Plan to allow the construction of a 169,090-square-foot warehouse industrial development on the property located at 4491 Ravenswood Road.

Request:

SITE PLAN

The applicant is requesting Site Plan approval to fill in the basin and allow the construction of two (2) new industrial warehouse buildings of 169,286 square feet to include 169 parking spaces.

Background:

PROPERTY INFORMATION:

EXISTING ZONING:	Industrial (IROM-AA)
LAND USE DESIGNATION:	Commercial and Low (5) residential
SITE ACREAGE:	11.76-acre (20,700 SF)
EXISTING USE:	Marina
VIOLATIONS ON THE PROPERTY:	No open violations on the property.

Background

The subject property is an 11.76-acre existing marina with a vacant parcel to the West. The existing marina basin will be filled in to accommodate the proposed development. The site is surrounded by industrial to the east and south, the Griffin Cutoff canal to the north, and residential single-family to the west. Approval of the requested Site Plan would allow for the construction of the two (2) new warehouse buildings.

Site Plan

The proposed new development will consist of filling in the existing basin to create the foundation for the proposed warehouse buildings of 169,286 square feet with 169 parking spaces and eight (8) loading bays. To buffer the industrial activity from the single-family neighborhood to the west, the applicant is proposing to locate the buildings closer to Ravenswood Road. The section of the property abutting the residential neighborhood to the west

is dedicated to a lake and retention area. In addition, a 156-foot-wide landscape buffer will provide separation for the residents on the west. The design provides efficient traffic circulation of all access points to head east through channelization at all exit points on the property, as requested by staff. Proposed signage, pavement markings, and curbing have been provided to protect the residents from traffic generated by the redevelopment of the site. The proposed loading bays will be located in the center of the two warehouses to provide minimal disruption and provide proper screening for the surrounding areas.

Traffic Study

The applicant has engaged with Kimley-Horn and Associates to perform trip generation analysis due to the change of use. The result of the trip generation analysis confirmed the proposed use will intensify traffic in the area. The City Engineer accepted the findings in the report. Furthermore, an additional traffic calming method has been proposed for vehicles heading west in close proximity to the existing speedbump. At staff's request the applicant will be providing a digital speed sign adjacent to the subject property.

COMMUNITY OUTREACH

On December 12, 2024, the applicant sent notices to the adjacent properties within 1,000 feet of the subject property notifying the proposed development. On January 13, 2025, the applicant held a Community Outreach meeting to discuss the details of the project. During the meeting, residents stated concerns regarding flooding in the area and how the site will handle flood capacity, as well as how the applicant is preserving the existing tree species on site. In addition, neighbors had questions about boat mooring across the canal and how it will impact the new development. The applicant provided proper clarification for the concerns and how they meet the city's requirements. One of the concerns raised: included traffic circulation through the neighborhood due to ride-share vehicles cutting through 45th Street heading to Port Everglades and Fort Lauderdale International Airport (FLL). The applicant stated they are proposing a traffic calming device such as a digital speed reader for vehicles headed westbound when approaching the residential neighborhood at the request of staff. Another concern brought by the neighbors in the area is the buffer from the industrial use to the residential community to the west. The applicant stated they are proposing an 8-foot wall and landscape buffering as requested by the city to address the buffering concern.

STORMWATER MANAGEMENT:

The City's Code of Ordinance requires a stormwater management plan for the site to be submitted and approved prior to the issuance of a building permit. A stormwater management plan is mandatory for all projects that change the surface to be impervious or alter pervious areas, regardless of City Commission approval. Post-development runoff must not exceed predevelopment runoff rates for a 25-year storm event. The City's current drainage level of service is to retain the first inch of rainfall on-site and maintain predevelopment runoff rates for a 25-year storm event. The city enforces a "General Requirements" stormwater management plan, including an "interim design standard" specifying groundwater and surface water levels before a design event. Please refer to Resolution No. 2023-039 and Ordinance No. 2023-007.

The Site Plan identifies twenty-nine-point eight percent (29.8%) of land as the pervious area, it meets the pervious minimum requirement of twenty percent (20%) as required by the Land Development Code Sec.205-10(D).

DEVELOPMENT REVIEW COMMITTEE (DRC)

The Site Plan was reviewed by the DRC on September 26, 2024, November 27, 2024, December 26, 2024, and January 28, 2025. The committee includes personnel from the BSO Fire, Public Services, the City's landscape consultant, and the Community Development Department's

Planning Division. The applicant has several outstanding staff comments that must be addressed prior to the issuance of a building permit, or otherwise specified time frame, which are provided below. The DRC comments are listed as conditions of approval in the site plan resolution and are provided below:

Conditions of Approval:

1. Provide approval from FDEP, SFWMD, Broward County, and Marine Corps as applicable for the basin fill in. (Planning & Zoning)
2. Provide estimated construction value for development so that impact fees may be determined. (Planning & Zoning)
3. The developer is required to participate in the City's Public Art program by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at the time of building permit submittal. (Planning & Zoning)
4. For all projects resulting in the buildout of the site, construction staging cannot occur on-site and must obtain Staging Plan approval by the Community Development Director prior to the issuance of a building permit. The Staging Plan must include but is not limited to, the location of equipment and materials during construction. (Planning & Zoning)
5. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for a period of construction prior to issuance of a building permit. (Planning & Zoning)
6. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details with the next submittal. The City Commission must approve the use of the City Logo.(Planning & Zoning)
7. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the development to address the concerns of the neighbors and provide a solution at the owner's expense. (Engineering)
8. Approval from Broward County, SFWMD, FDEP, and ACOE is required at the time of ROW and Building permitting. (Engineering)
9. Floodproofing of the wall is required. Add notes to C-05 and C-09 that the wall shall be floodproofed up to 7.80 feet, NAVD / berm elevation. (Engineering)
10. Revise the 10-year 24-hour peak discharge stated on the table on page 7 of the drainage report and add the project address to the cover of the drainage report.(Engineering)
11. Additional comments may apply and will need to be addressed prior to Building Permit approval. (Engineering)
12. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from the City, Broward County, and State Roads as applicable. (Engineering)

Comprehensive Plan

This application supports the City's Comprehensive Plan by furthering the following goals:

Objectives

- Policy 1.1.1.5 Future industrial land uses shall be located with access to major transportation facilities including highways, airport, and railroads, and seaports.
- Policy 1.1.1.6 In order to ensure sufficient amounts of industrial land are available to meet Dania Beach's future needs, those lands enjoying a future land use industrial designation on the Future Dania Beach Land Use Plan Map shall not be utilized for non-industrial purposes, except where in conformance with the Industrial Permitted Use subsection of the Plan Implementation Requirements section of the Dania Beach Land Use Plan.

Budgetary Impact

Approval of the Site Plan will enable the redevelopment and enhancement of the subject site, expanding the City's tax roll.

Recommendation

The Community Development Department is recommending approval of the resolution for the Site Plan providing that the remaining DRC comments are made as a condition of approval and must be addressed prior to the issuance of a building permit.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE "BANYAN BAY SITE PLAN" (SP-036-24) SUBMITTED BY THE OWNER, BANYAN BAY MARINE CENTER, LLC, FOR A PROPERTY LOCATED AT 4491 RAVENSWOOD ROAD IN THE CITY OF DANIA BEACH, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Code of Ordinances. Chapter 28, entitled "Land Development Code" ("LDC"), Part 6. entitled "Development Review Procedures and Requirements." Article 635 entitled "Site Plans," provides that site plan approval is required as a condition to the issuance of a building permit and prior to the commencement of construction; and

WHEREAS, BANYAN BAY MARINE CENTER, LLC, (the "Applicant") is requesting Site Plan approval (SP-036-24) to permit the construction of a new 169,286-square-foot warehouse located at 4491 Ravenswood Road, as legally described in Exhibit "A", a copy of which is made a part of and incorporated into this resolution: and

WHEREAS, the Applicant is requesting approval of the proposed Site Plan (SP-036-24) to permit the future development of the subject property pursuant to and consistent with the attached site plan provided as Exhibit "B", a copy of which is made a part of and incorporated into this resolution: and

WHEREAS, the Applicant has provided sufficient justification demonstrating compliance with the approval criteria to meet the requirements of the Code; and

WHEREAS, the City's Staff Report analyzes the applicant's request based on the criteria and supports the Applicant's request and is incorporated by reference herein as the City's findings of fact; and

WHEREAS, the City Commission conducted a duly noticed public hearing in accordance with Chapter 28, Part 6 of the LDC. Article 610; and

WHEREAS, the City Commission finds that the approval of the proposed Site Plan (SP-036-24) is consistent with the City's Land Development Code and Comprehensive Plan and will protect the public health, safety, and welfare of the residents of the city, and furthers the purpose, goals, objectives, and policies of the Comprehensive Plan: and

WHEREAS, the City's Commission finds that the approval of the Site Plan (SP-036-24) request is consistent with the City's Comprehensive Plan and Land Development Regulations.

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 pursuant to Chapter 28, Land Development Code. Part 6. "Development Review Procedures and Requirements", Article 635. "Site Plan", the following Site Plan (SP-036-24). attached as Exhibit "B". which is made a part of and incorporated into this Resolution by reference. is approved.

Section 3. That the approval granted by this Resolution is subject to the Applicant's compliance with the following conditions:

1. Provide approval from FDEP, SFWMD, Broward County, and Marine Corps as applicable for the basin fill in. (Planning & Zoning)
2. Provide estimated construction value for development so that impact fees may be determined. (Planning & Zoning)
3. The developer is required to participate in the City's Public Art program by payment into the City's Public Art fund or through payment and installation of public art. The amount of the Public Art Fund contribution is dependent on the value of the construction which will be established at the time of building permit submittal. (Planning & Zoning)
4. For all projects resulting in the buildout of the site, construction staging cannot occur on-site and must obtain Staging Plan approval by the Community Development Director prior to the issuance of a building permit. The Staging Plan must include but is not limited to, the location of equipment and materials during construction. (Planning & Zoning)
5. For all projects resulting in the buildout of the site, such that construction staging cannot occur on-site, the applicant must obtain Maintenance of Traffic Plan approval by the City Engineer for a period of construction prior to issuance of a building permit. (Planning & Zoning)
6. Per O-2017-027 & O-2018-019. Commercial properties under construction are required to provide security to fencing with screening showing project rendering covering at least 75% of the length of the fence along an arterial or state right-of-way & 25% for local roads and must include the name and intended use of the project, project rendering, project website address, and owner or agent, the telephone number for the owner or agent, and the name and an emergency contact telephone number of the general contractor. Provide screen details with the next submittal. The City Commission must approve the use of the City Logo.(Planning & Zoning)
7. In the event that the proposed construction causes adverse drainage effects to the surrounding areas, it is the responsibility of the owner of the development to address the concerns of the neighbors and provide a solution at the owner's expense. (Engineering)
8. Approval from Broward County, SFWMD, FDEP, and ACOE is required at the time of ROW and Building permitting. (Engineering)

9. Floodproofing of the wall is required. Add notes to C-05 and C-09 that the wall shall be floodproofed up to 7.80 feet, NAVD / berm elevation. (Engineering)
10. Revise the 10-year 24-hour peak discharge stated on the table on page 7 of the drainage report and add the project address to the cover of the drainage report.(Engineering)
11. Additional comments may apply and will need to be addressed prior to Building Permit approval.(Engineering)
12. Provide regulatory agencies' approval documentation and Permits/Licenses (as applicable) as part of the final submittal, prior to issuance of the Building Permit (South Florida Water Management District (SFWMD), Broward County Surface Water License, Broward County EPGMD Wastewater Permit / BC Water and Wastewater Approval, Florida Department of Environmental Protection, FDOT, BC Environmental, BC Aviation, BCTED etc.). Also, include Utility / Right of Way Permits from the City, Broward County, and State Roads as applicable.(Engineering)

Section 4. That pursuant to Chapter 28, Part 6 of the LDC. Article 635, Section 635-100 entitled "expiration of site plans; procedure for extension," the site plan approval shall automatically expire and become null and void unless the applicant files a complete building permit application with construction drawings for the improvements shown the site plan, within eighteen (18) months from the date of this resolution.

Section 5. That such application must be reviewed by the Broward County Aviation Department; the point of contact is William Castillo, Airport Planner, located at 220 SW 45 Street. Suite 101, Dania Beach. Florida 13312 (954) 359-6100.

Section 6. That the issuance of a development permit by a municipality does not in any way create any right on the part of an Applicant to obtain a permit from a State or Federal agency and does not create any liability on the part of the municipality for issuance of the permit if the Applicant fails to obtain requisite approvals or does not fulfill the obligations imposed by a State or Federal agency or undertakes actions that result in a violation of State or Federal law.

Section 7. That the associated Planning & Zoning Division Staff Report prepared for the above application(s) is incorporated into this resolution as findings of fact.

Section 8. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 9. That this Resolution shall be 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

EXHIBIT “A”

MVL PLAT 146-1 B PARCEL A

**EXHIBIT “B”
SITE PLAN**



APPLICATION
SP-036-24

FOLIO:
5042-29-01-1380
5042-29-01-1390
5042-29-41-0010

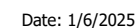
ADDRESS:
4491 Ravenswood Road

REQUEST
Site Plan for New
Warehouse Development

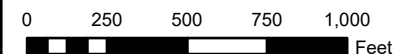
APPLICANT
Constellation Operating
Company LLC

 Dania Beach Boundary
 Proposed Parcel

 Parcels
 1000 ft Buffer



When Printed on 8 1/2" x 11"
1 inch equals 600 feet



Florida Technical Consultants



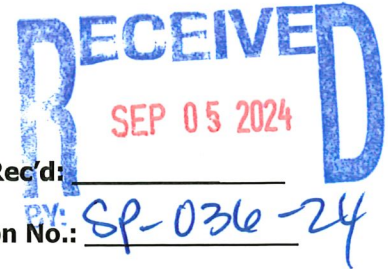
City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3643
(954) 922-2687 Fax

Standard Development Application

- ☐ Administrative Variance
- ☐ Land Use Amendment
- ☐ Plat
- ☐ Rezoning
- ☒ Site Plan
- ☐ Special Exception
- ☐ Variance
- ☐ Other: _____

Date Rec'd: _____

Petition No.: _____



(SEE APPLICATION TYPE SCHEDULE ON PAGES 3 & 4)

THIS APPLICATION WILL NOT BE ACCEPTED UNTIL IT IS COMPLETE AND SUBMITTED WITH ALL NECESSARY DOCUMENTS. Refer to the application type at the top of this form and "Required Documentation" checklist to determine the supplemental documents required with each application. For after the fact applications, the responsible contractor of record shall be present at the board hearing. Failure to attend may impact the disposition of the application. The applicant or their authorized legal agent must be present at all meetings. All projects must also obtain a building permit from the City Building Division.

The City's DRC process requires a hard copy of the application and application fee payment to be submitted to City Planning staff BEFORE electronic submittal will be accepted for processing. Applications will only be accepted on the submittal date identified on the annual DRC Meeting Deadline schedule. The application must identify the number of proposed residential dwelling units and/or the square footage of commercial/industrial use, as applicable. Once the application and fee are received a file number will be issued which must be used to identify the project when submitting electronically. Once the file number is issued, the applicant has 24 hours to load the plans electronically. Failure to submit within 24 hours will require the application to begin again the following month.

Location Address: 4491 RAVENSWOOD RD

Lot(s): _____ Block: _____ Subdivision: _____

Recorded Plat Name: MVL Plat
504229011380, 504229011390, and 504229410010

Folio Number(s): _____ Legal Description: See attached Exhibit "A"

Applicant Consultant/Legal Representative (**circle one**) Constellation Operating Company, LLC

Address of Applicant: 601 Brickell Key Drive, Suite 700 Miami, FL 33131

Business Telephone: c/o 305-673-2585 Home: _____ Fax: _____

E-mail address: C/O tslavens@lsnlaw.com

Name of Property Owner: BANYAN BAY MARINE CENTER, LLC

Address of Property Owner: 1815 Cordova RD # 202 Fort Lauderdale FL 33316

Business Telephone: c/o 305-673-2585 Home: _____ Fax: _____

Explanation of Request: Site Plan Approval, please see Letter of Intent

*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 10.49 acres Gross Acreage: 11.76 Acres Prop. Square Footage: +/- 169,286

Existing Use: Marina Proposed Use: Warehouse

Is property owned individually, by a corporation, association, or a joint venture? Limited Liability Company.

AUTHORIZED REPRESENTATIVE

I/we are fully aware of the request being made to the City of Dania Beach. If I/We are unable to be present, I/we hereby authorize Tracy Slavens Esq. (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: John T. Loos III [Signature]
(Owner / Agent signature*)

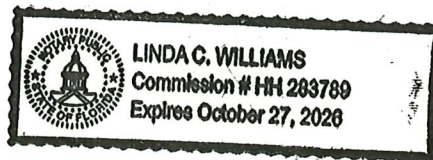
BEFORE ME THIS 29th DAY OF August, 2024

By:

John T. Loos III
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Linda C. Williams
(Signature of Notary Public – State of FL)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

Exhibit A

Legal Description

PARCEL 1:

PARCEL A OF MVL PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 146, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 300 FEET LESS THE SOUTH 25 FEET AND LESS THE WEST 120 FEET OF TRACT 5, IN BLOCK 4, OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE MARSHALL EVERGLADES LANDS COMPANY AMENDED PLAT OF SECTIONS 28, 29, 31, AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

PARCEL 3:

THE EAST 142 FEET OF THAT PART OF TRACT 5, IN BLOCK 4, LYING SOUTH OF DANIA CUT-OFF CANAL, EXCEPTING THEREFROM THE SOUTH 300 FEET OF SAID TRACT, ALL BEING LOCATED IN BLOCK 4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE MARSHALL EVERGLADES LANDS COMPANY AMENDED PLAT OF SECTIONS 28, 29, 31 AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

*SAID LANDS SITUATE IN THE CITY OF DANIA, BROWARD COUNTY, FLORIDA.
CONTAINING 456,962 SQUARE FEET OR 10.490 ACRES MORE OR LESS*

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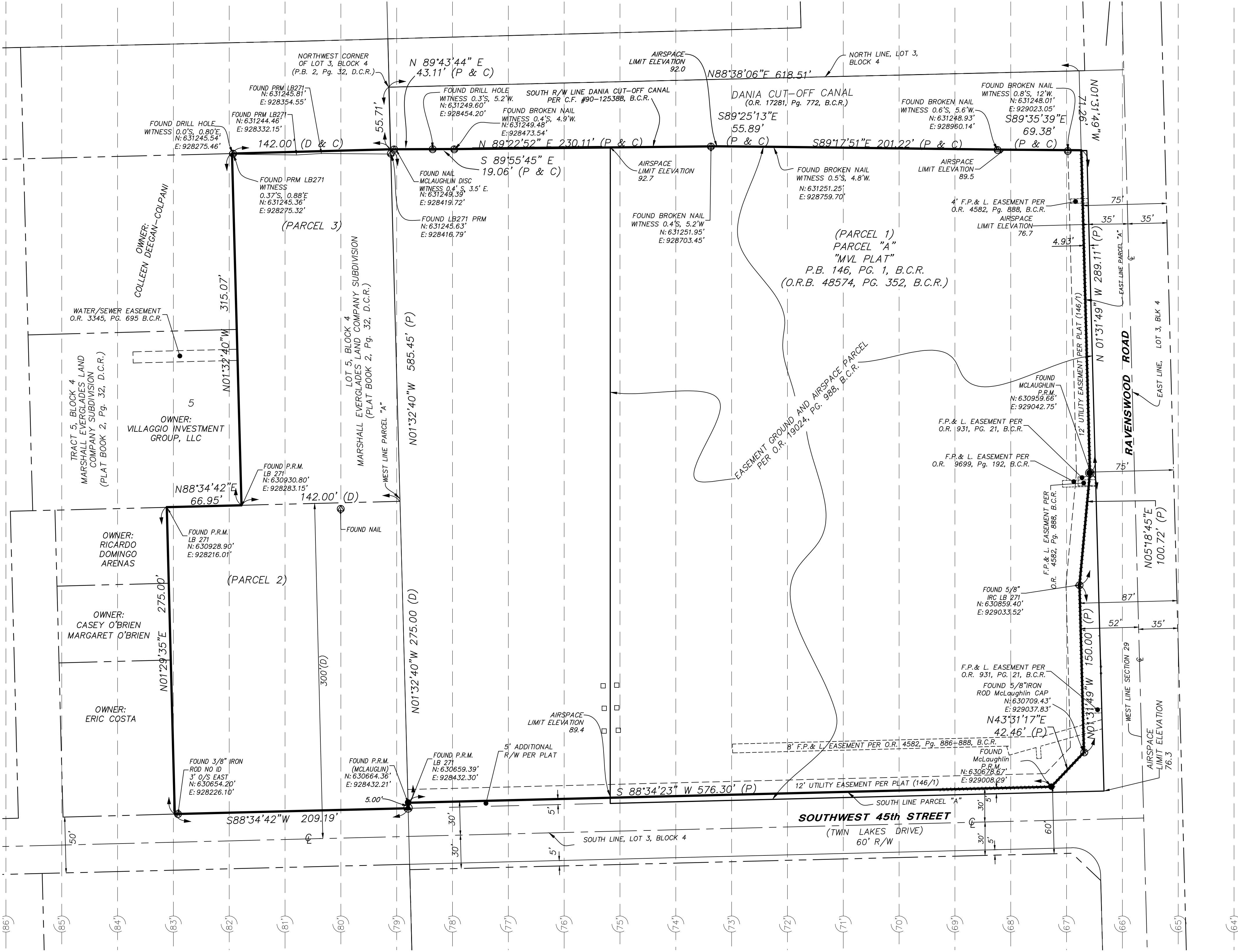
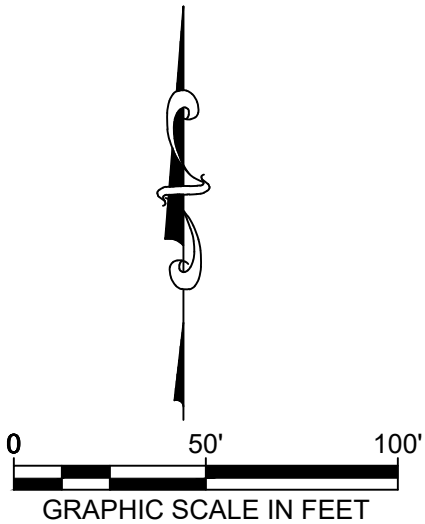
ALTA/NSPS LAND TITLE SURVEY
BOUNDARY, TOPOGRAPHIC, & TREE SURVEY
BANYAN BAY MARINA CENTER

CONTROL LEGEND:

- IRON ROD
- MAG NAIL & DISC
- PERMANENT REFERENCE MONUMENT BRASS DISC
- PERMANENT REFERENCE MONUMENT NAIL & DISC
- PK / MAG NAIL

LEGEND:

- AIR RELEASE VALVE MANHOLE
- ANCHOR
- BACK FLOW PREVENTER
- BLOW OFF / AIR RELEASE VALVE
- BOLLARD
- CABLE / FIBER OPTIC PEDESTAL
- CATCH BASIN
- CITRUS TREE
- CLEAN OUT
- CONCRETE LIGHT POLE
- CONCRETE POWER POLE
- CURB INLET
- DECORATIVE LIGHT POLE
- ELECTRICAL / CABLE PULL BOX
- ELECTRICAL OUTLET
- ELECTRICAL PANEL
- FIBER OPTIC PEDESTAL / PULLBOX
- FIRE HYDRANT
- FORCE MAIN VALVE
- HEDGE LINE
- HOSE BIBB
- KEYPAD
- MAILBOX
- METAL LIGHT POLE
- METAL POST / PIPE
- METAL POWER / TELEPHONE POLE
- MONITORING WELL
- PALM TREE
- PARKING LIGHT ROUND BULB
- PARKING LIGHT SQUARE BULB
- PINE TREE
- PIPE PLUG / STORM OUTFALL
- SANITARY MANHOLE
- SHADE TREE
- SIAMESE VALVE
- SIGN (DOUBLE POST)
- SIGN (SINGLE POST)
- STORM MANHOLE
- TELEPHONE MANHOLE
- UNKNOWN TREE
- UTILITY VAULT
- WATER METER
- WATER VALVE
- WOOD POWER / TELEPHONE POLE
- ALUMINUM FENCE
- CHAIN LINK FENCE
- CONCRETE FENCE
- SS GRAVITY MAIN
- STM STORM LINE
- VINYL / WOOD FENCE
- OVER HEAD WIRES
- (BOTTOM OF MARINA BELOW SILT TO REFUSAL) & TOP OF SILT ELEVATIONS
- TOP OF EXISTING SURFACE ELEVATION



ABBREVIATIONS

- B.C.R. BROWARD COUNTY RECORDS
- B.O.S. BOTTOM OF STRUCTURE
- CBS CONCRETE BLOCK STUCCO
- CLF CHAIN LINK FENCE
- CL CENTERLINE
- C/L CENTERLINE
- CMP CORRUGATED METAL PIPE
- CONC. CONCRETE
- (D) DEED
- D.C.R. MIAMI-DADE COUNTY RECORDS
- E. EASTING
- ELEC ELECTRIC
- ELEV ELEVATION
- FDC FIRE DEPARTMENT CONNECTION
- F.F.E. FINISHED FLOOR ELEVATION
- FND FOUND
- F.P.L. FLORIDA POWER AND LIGHT
- H2O WATER
- ID IDENTIFICATION
- I.E. INVERT ELEVATION
- IRC IRON ROD AND CAP
- LB LICENSED BUSINESS
- N. NORTHING
- NAVD NORTH AMERICAN VERTICAL DATUM OF 1988
- NGVD NATIONAL GEODETIC VERTICAL DATUM OF 1929
- P.B. PLAT BOOK
- PG. PAGE
- P.R.M. PERMANENT REFERENCE MONUMENT
- PVC POLYVINYL CHLORIDE PIPE
- (P&C) PLAT AND CALCULATED
- PK PARKER KLEON
- R/W RIGHT OF WAY
- R.E. RIM ELEVATION
- TYP. TYPICAL
- W/ WITH

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114

BANYAN BAY MARINE CENTER
4491 RAVENSWOOD ROAD
DANIA BEACH, FLORIDA 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

ALTA/NSPS LAND TITLE SURVEY

SEAL
PROJECT NO.
06-0036-007-01

V-2
SHEET 2 OF 7

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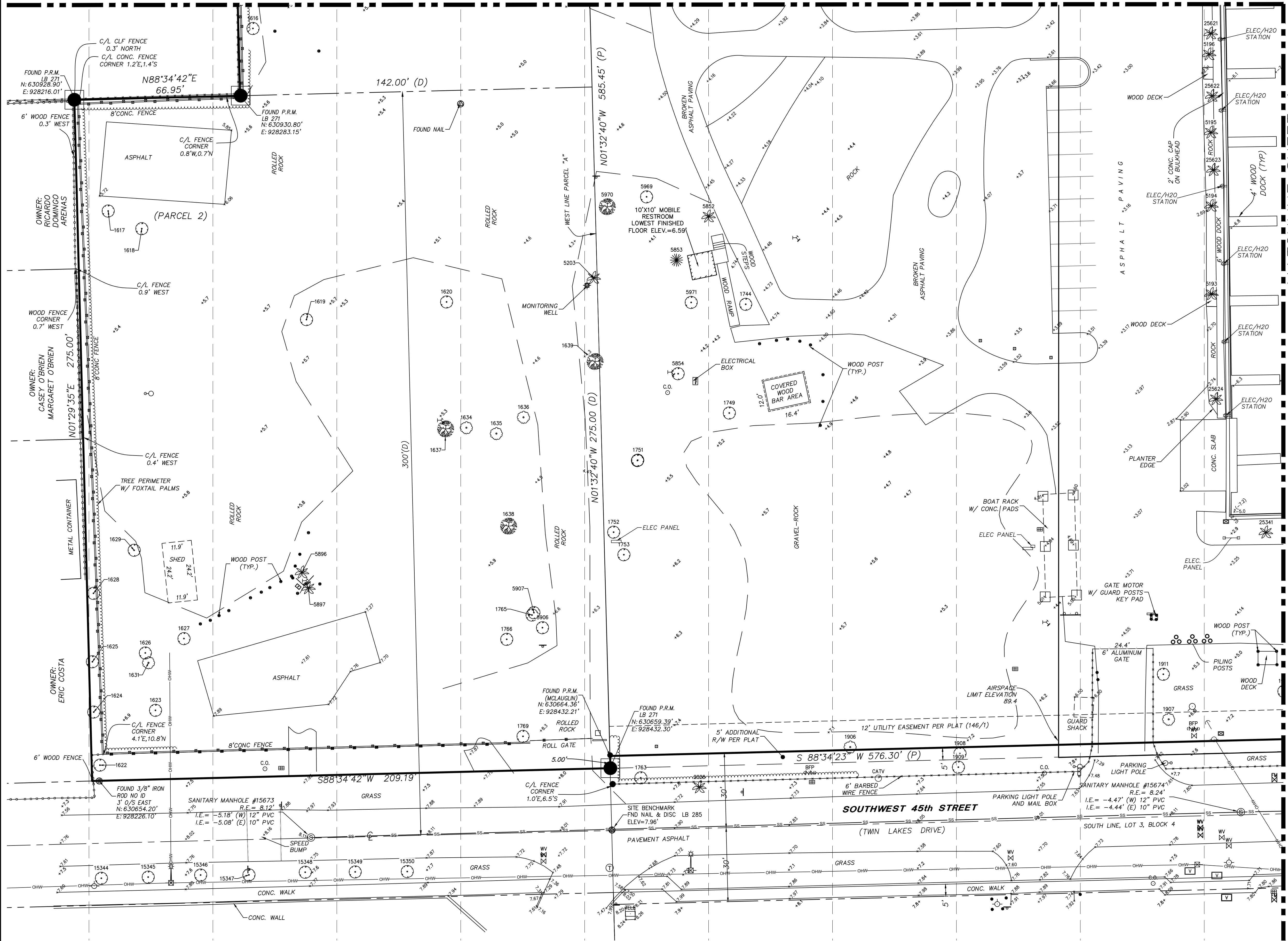
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ALTA/NSPS LAND TITLE SURVEY

BOUNDARY, TOPOGRAPHIC, & TREE SURVEY

BANYAN BAY MARINA CENTER

MATCHLINE SHEET 5



- LEGEND:**
- AIR RELEASE VALVE MANHOLE
 - ANCHOR
 - BACK FLOW PREVENTER
 - BLOW OFF / AIR RELEASE VALVE
 - BOLLARD
 - CABLE / FIBER OPTIC PEDESTAL
 - CATCH BASIN
 - CITRUS TREE
 - CLEAN OUT
 - CONCRETE LIGHT POLE
 - CONCRETE POWER POLE
 - CURB INLET
 - DECORATIVE LIGHT POLE
 - ELECTRICAL / CABLE PULL BOX
 - ELECTRICAL OUTLET
 - ELECTRICAL PANEL
 - FIBER OPTIC PEDESTAL / PULLBOX
 - FIRE HYDRANT
 - FORCE MAIN VALVE
 - HEDGE LINE
 - HOSE BIBB
 - KEYPAD
 - MAILBOX
 - METAL LIGHT POLE
 - METAL POST / PIPE
 - METAL POWER / TELEPHONE POLE
 - MONITORING WELL
 - PALM TREE
 - PARKING LIGHT ROUND BULB
 - PARKING LIGHT SQUARE BULB
 - PINE TREE
 - PIPE PLUG / STORM OUTFALL
 - SANITARY MANHOLE
 - SHADE TREE
 - SIAMESE VALVE
 - SIGN (DOUBLE POST)
 - SIGN (SINGLE POST)
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 - TELEPHONE MANHOLE
 - UNKNOWN TREE
 - UTILITY VAULT
 - WATER METER
 - WATER VALVE
 - WOOD POWER / TELEPHONE POLE
 - ALUMINUM FENCE
 - CHAIN LINK FENCE
 - CONCRETE FENCE
 - GRAVITY MAIN
 - STORM LINE
 - VINYL / WOOD FENCE
 - OVER HEAD WIRES
 - (BOTTOM OF MARINA BELOW SILT TO REFUSAL) & TOP OF SILT ELEVATIONS
 - TOP OF EXISTING SURFACE ELEVATION

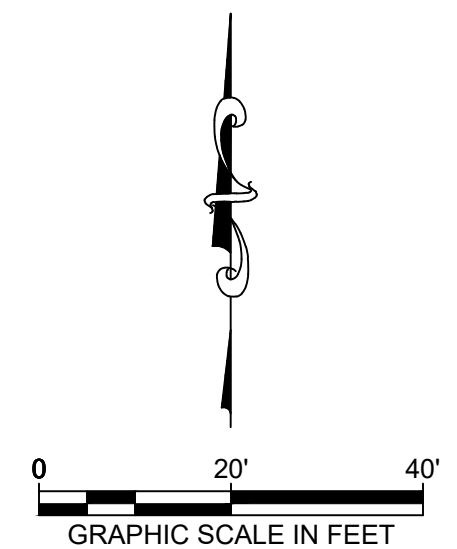
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ENGINEERS • PLANNERS • SURVEYORS
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FAX: (954) 739-6409
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114
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4491 RAVENSWOOD ROAD
DANIA BEACH, FLORIDA 33312
PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
ALT/NSPS LAND TITLE SURVEY

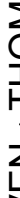
SEAL
PROJECT NO.
06-0036-007-01
V-3
SHEET 3 OF 7

DATE:	8/02/24
SCALE:	1"=20'
DRAWN BY:	AC
CHECKED BY:	RGC
FIELDBOOK:	3255
PAGE(S):	22-51
BY:	
DATE:	
DESCRIPTION:	

MATCHLINE SHEET 6



- LEGEND:**
- | | |
|--|--------------------------------|
| | AIR RELEASE VALVE MANHOLE |
| | ANCHOR |
| | BACK FLOW PREVENTER |
| | BLOW OFF / AIR RELEASE VALVE |
| | BOLLARD |
| | CABLE / FIBER OPTIC PEDESTAL |
| | CATCH BASIN |
| | CITRUS TREE |
| | CLEAN OUT |
| | CONCRETE LIGHT POLE |
| | CONCRETE POWER POLE |
| | CURB INLET |
| | DECORATIVE LIGHT POLE |
| | ELECTRICAL / CABLE PULL BOX |
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| | FIBER OPTIC PEDESTAL / PULLBOX |
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| | TELEPHONE MANHOLE |
| | UNKNOWN TREE |
| | UTILITY VAULT |
| | WATER METER |
| | WATER VALVE |
| | WOOD POWER / TELEPHONE POLE |
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| | CHAIN LINK FENCE |
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| | OVER HEAD WIRES |
- (BOTTOM OF MARINA BELOW SILT TO REFUSAL)
& TOP OF SILT ELEVATIONS
- 0.00 TOP OF EXISTING SURFACE ELEVATION

SHEET	V-4	PROJECT NO. 06-0036-007-01	SEAL	BANYAN BAY MARINE CENTER 4491 RAVENSWOOD ROAD DANIA BEACH, FLORIDA 33312 PREPARED FOR: CONSTELLATION REAL ESTATE PARTNERS ALTAVNSPS LAND TITLE SURVEY	 CRAVEN • THOMPSON AND ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 TEL.: (954) 739-6409 FAX: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114	DATE: 8/02/24 SCALE: 1"=20' DRAWN BY: AC CHECKED BY: RGC FIELDBOOK: 3255 PAGE(S): 22-51
						BY: _____ DATE: _____ DESCRIPTION: _____

ALTA/NSPS LAND TITLE SURVEY

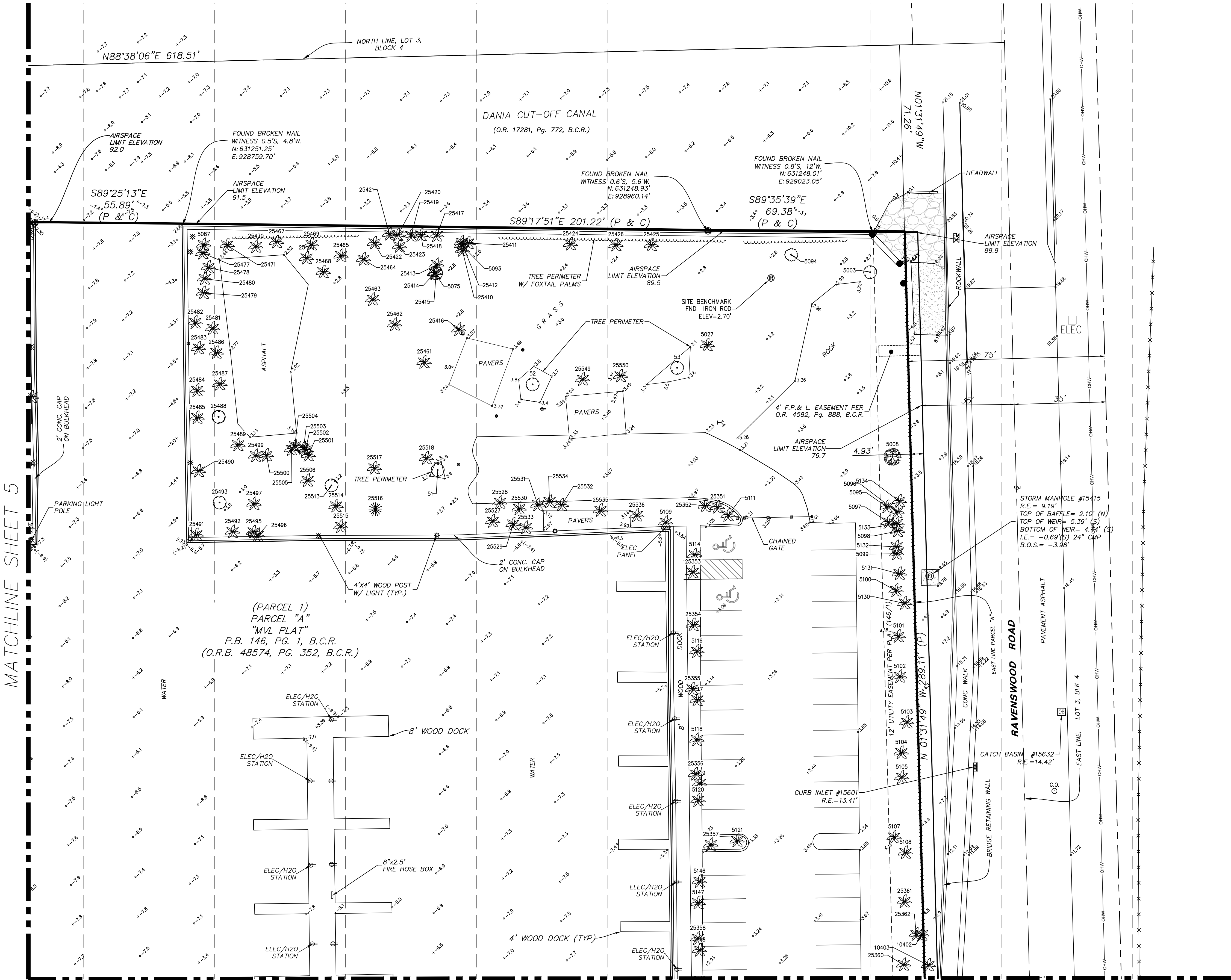
BOUNDARY, TOPOGRAPHIC, & TREE SURVEY

BANYAN BAY MARINA CENTER



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BOUNDARY, TOPOGRAPHIC, & TREE SURVEY
BANYAN BAY MARINA CENTER



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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114
CRAVEN THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF CRAVEN THOMPSON & ASSOCIATES, INC.

BANYAN BAY MARINE CENTER
4491 RAVENSWOOD ROAD
DANIA BEACH, FLORIDA 33312
PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
ALTA/NSPS LAND TITLE SURVEY

SEAL
PROJECT NO.
06-0036-007-01

V-6
SHEET 6 OF 7

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ALTA/NSPS LAND TITLE SURVEY
BOUNDARY, TOPOGRAPHIC, & TREE SURVEY
BANYAN BAY MARINA CENTER

TREE TABLE		
TREE #	COMMON NAME	BH FT. DIA IN.
1488	20" SABAL PALM	4
1489	12" SABAL PALM	2
1616	OAK	48
1617	OAK	16
1618	OAK	32
1619	OAK	28
1620	OAK	42
1622	OAK	22
1623	OAK	24
1624	OAK	12
1625	OAK	12
1626	OAK	30
1627	OAK	60
1628	OAK	8
1629	OAK	40
1631	UNKNOWN TREE	12
1634	UNKNOWN TREE	14
1635	UNKNOWN TREE	18
1636	UNKNOWN TREE	12
1637	MANGO	30
1638	MANGO	30
1639	MANGO	14
1644	MANGO	14
1744	OAK	20
1749	OAK	6
1750	OAK	36
1751	STRANGLER FIG	48
1752	OAK	16
1753	OAK	24
1763	OAK	40
1765	OAK	18
1766	OAK	22
1769	GUMBO LIMBO	12
1906	UNKNOWN TREE	3
1907	UNKNOWN TREE	3
1908	OAK	20
1909	OAK	48
1911	OAK	48
1912	OAK	20
1913	OAK	24
1914	OAK	14
1915	OAK	16
1916	OAK	18
1917	OAK	10
1918	OAK	14
1919	4" SABAL PALM	14
1920	OAK	14
1922	OAK	24
1923	OAK	8
1924	OAK	24
1925	OAK	30
1930	18" SABAL PALM	18
1931	10" SABAL PALM	10
2026	18" SABAL PALM	18
2104	OAK	36
5003	BANYAN TREE	12.5
5008	MANGO	5.2
5027	4" CHRISTMAS PALM	9
5052	SAPODILLA	76
5075	14" SABAL PALM	36
5087	10" QUEEN PALM	14
5091	MAHOGANY	12
5093	12" SABAL PALM	2
5094	UNKNOWN TREE	8
5095	8" QUEEN PALM	12
5096	8" QUEEN PALM	14
5097	8" QUEEN PALM	14
5098	8" QUEEN PALM	14
5099	12" COCONUT PALM	26
5100	8" COCONUT PALM	24
5101	8" COCONUT PALM	24
5102	6" COCONUT PALM	14
5103	10" COCONUT PALM	10
5104	8" QUEEN PALM	16
5105	8" COCONUT PALM	14
5107	8" COCONUT PALM	14
5108	10" COCONUT PALM	28
5109	10" QUEEN PALM	10
5111	10" QUEEN PALM	14
5114	4" CHRISTMAS PALM	9
5116	3" CHRISTMAS PALM	5
5117	3" CHRISTMAS PALM	7
5118	3" CHRISTMAS PALM	7
5119	3" CHRISTMAS PALM	7
5120	4" FOXTAIL PALM	7
5121	10" QUEEN PALM	16

TREE TABLE		
TREE #	COMMON NAME	BH FT. DIA IN.
5128	OAK	28
5130	18" PALM	8
5131	18" PALM	8
5132	18" PALM	8
5133	18" PALM	8
5134	18" PALM	8
5135	18" PALM	8
5136	18" PALM	8
5137	18" PALM	8
5138	18" PALM	8
5139	18" PALM	8
5140	18" PALM	8
5141	18" PALM	8
5142	18" PALM	8
5143	18" PALM	8
5144	18" PALM	8
5145	18" PALM	8
5146	6" PALM	8
5147	4" ALEXANDER PALM	8
5148	4" ALEXANDER PALM	6
5149	4" ALEXANDER PALM	8
5150	4" ALEXANDER PALM	8
5151	10" QUEEN PALM	14
5152	12" COCONUT PALM	12
5153	4" PALM	6
5154	4" PALM	6
5155	3" ALEXANDER PALM	6
5156	3" ALEXANDER PALM	8
5157	4" ALEXANDER PALM	10
5158	4" ALEXANDER PALM	10
5159	4" ALEXANDER PALM	6
5160	4" ALEXANDER PALM	22
5161	4" ALEXANDER PALM	6
5162	3" ALEXANDER PALM	6
5164	12" COCONUT PALM	10
5166	8" COCONUT PALM	18
5167	10" COCONUT PALM	10
5168	8" COCONUT PALM	22
5169	8" COCONUT PALM	20
5170	10" COCONUT PALM	16
5171	10" COCONUT PALM	20
5172	10" COCONUT PALM	20
5173	10" COCONUT PALM	20
5174	10" COCONUT PALM	20
5175	10" COCONUT PALM	20
5176	10" COCONUT PALM	20
5177	10" COCONUT PALM	20
5178	UNKNOWN TREE	4
5179	UNKNOWN TREE	4
5180	UNKNOWN TREE	4
5182	12" COCONUT PALM	16
5183	14" COCONUT PALM	20
5184	12" COCONUT PALM	16
5185	12" COCONUT PALM	22
5186	8" COCONUT PALM	26
5187	10" COCONUT PALM	22
5188	10" COCONUT PALM	16
5189	10" COCONUT PALM	22
5190	10" COCONUT PALM	16
5191	24" ARECA BAMBOO PALM	6
5192	36" ARECA BAMBOO PALM	8
5193	12" COCONUT PALM	8
5194	10" COCONUT PALM	16
5195	10" COCONUT PALM	16
5196	10" COCONUT PALM	16
5197	10" COCONUT PALM	8
5198	12" COCONUT PALM	14
5199	3" ALEXANDER PALM	12
5200	6" ALEXANDER PALM	6
5201	3" ALEXANDER PALM	5
5203	14" SABAL PALM	12
5762	12" COCONUT PALM	18
5763	12" COCONUT PALM	5
5764	SHADE TREE	15
5765	12" SABAL PALM	16
5766	12" SABAL PALM	7
5767	20" CABBAGE PALM	12
5768	8" COCONUT PALM	5
5769	8" COCONUT PALM	5
5770	8" COCONUT PALM	4
5771	8" COCONUT PALM	4
5772	18" COCONUT PALM	10
5773	GUMBO LIMBO	5
5774	8" PALM	14
5775	14" PALM	10
5776	12" PALM	8

TREE TABLE		
TREE #	COMMON NAME	BH FT. DIA IN.
5852	24" ARECA BAMBOO PALM	18
5853	NORFOLK ISLAND PINE	6
5854	GUMBO LIMBO	7
5896	24" PALM	10
5897	24" PALM	10
5906	OAK	14
5907	OAK	16
5920	OAK	28
5969	OAK	28
5970	MANGO	18
5971	STRANGLER FIG	6
10402	20" SABAL PALM	6
10403	20" SABAL PALM	6
10405	20" SABAL PALM	8
10408	20" SABAL PALM	10
10409	20" SABAL PALM	10
10410	12" SABAL PALM	3
10411	14" SABAL PALM	20
15344	SILVER BUTTON WOOD	4
15345	SILVER BUTTON WOOD	4
15346	CREPE MYRTLE	3
15347	SILVER BUTTON WOOD	3
15348	SILVER BUTTON WOOD	3
15349	SILVER BUTTON WOOD	4
15350	CREPE MYRTLE	3
25324	8" FOXTAIL PALM	8
25325	8" FOXTAIL PALM	10
25326	8" FOXTAIL PALM	8
25327	6" PALM	6
25328	3" PALM	3
25329	16" COCONUT PALM	10
25330	12" COCONUT PALM	14
25331	14" COCONUT PALM	14
25332	14" COCONUT PALM	8
25333	12" COCONUT PALM	8
25334	4" ALEXANDER PALM	10
25335	3" ALEXANDER PALM	7
25336	3" ALEXANDER PALM	8
25337	3" ALEXANDER PALM	12
25338	4" ALEXANDER PALM	12
25339	14" COCONUT PALM BH=16"	14
25340	4" ALEXANDER PALM	10
25341	4" ALEXANDER PALM	10
25342	10" FOXTAIL PALM	14
25351	3" ALEXANDER PALM	4
25352	6" PALM	3
25353	13" COCONUT PALM	12
25354	18" COCONUT PALM	18
25355	12" COCONUT PALM	10
25356	16" COCONUT PALM	12
25357	13" COCONUT PALM	26
25358	8" COCONUT PALM	4
25359	9" COCONUT PALM	18
25360	9" COCONUT PALM	22
25361	11" COCONUT PALM	18
25362	12" SABAL PALM	14
25401	14" SABAL PALM	15
25410	14" SABAL PALM	14
25411	12" SABAL PALM	8
25412	16" SABAL PALM	10
25413	10" SABAL PALM	6
25414	12" SABAL PALM	35
25415	36" STRANGLER FIG	36
25416	8" PALM	8
25417	4" PALM	4
25418	4" PALM	4
25419	4" PALM	4
25420	6" PALM	6
25421	3" PALM	3
25422	12" COCONUT PALM	12
25423	6" COCONUT PALM	7
25424	6" FOXTAIL PALM	12
25425	6" FOXTAIL PALM	12
25426	12" COCONUT PALM	5
25461	8" FOXTAIL PALM	10
25462	10" FOXTAIL PALM	8
25463	6" PALM	3
25464	8" FOXTAIL PALM	12
25465	4" ALEXANDER PALM	13
25466	4" ALEXANDER PALM	15
25467	4" ALEXANDER PALM	17
25468	6" COCONIT PALM	10
25469	14" COCONUT PALM	16
25470	8" COCONUT PALM	10
25471	8" FOXTAIL PALM	12
25477	24" PALM	7

TREE TABLE		
TREE #	COMMON NAME	BH FT. DIA IN.
25480	4" FOXTAIL	8
25481	6" COCONUT PALM	10
25482	14" COCONUT PALM	10
25483	12" COCONUT PALM	10
25484	12" COCONUT PALM	8
25485	12" COCONUT PALM	8
25486	3" ALEXANADER PALM	13
25487	6" CHRISTMAS PALM	10
25488	10" SHADE TREE	10
25489	7" FOXTAIL PALM	14
25490	12" COCONUT PALM	8
25491	14" SABAL PALM	14
25492	8" PALM	6
25493	OAK	20
25495	12" PALM	7
25496	6" FOXTAIL PALM	8
25497	12" PALM	7
25499	6" CHRISTMAS	12
25500	24" PALM	8
25501	6" PALM	8
25502	4" PALM	8
25503	15" PALM	10
25504	15" PALM	10
25505	6" PALM	8
25506	10" PALM	16
25513	SHADE TREE	8
25514	18" PALM	10
25515	36" PALM	15
25516	PINE	6
25517	3" FOXTAIL PALM	8
25518	10" COCONUT PALM	6
25527	10" PALM	12
25528	12" COCONUT PALM	15
25529	6" COCONUT PALM	4
25530	6" COCONUT PALM	4
25531	6" COCONUT PALM	4
25532	10" COCONUT PALM	5
25533	10" COCONUT PALM	12
25534	8" FOXTAIL PALM	12
25535	4" ALEXANDER PALM	12
25536	6" CHRISTMAS PALM	12
25549	6" CHRISTMAS PALM	10
25550	6" CHRISTMAS PALM	10
25611	14" PALM	8
25616	16" PALM	22
25617	9" COCONUT PALM	6
25618	14" COCONUT PALM	14
25619	6" PALM	3
25620	6" PALM	4
25621	6" PALM	4
25622	6" PALM	4
25623	4" PALM	3
25624	8" PALM	5

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AC

RGC

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22-51

DATE:

SCALE:

DRAWN BY:

CHECKED BY:

FIELDBOOK

PAGE(S):

DATE:

BY:

DESCRIPTION:

BANYAN BAY MARINE CENTER
4491 RAVENSWOOD ROAD
DANIA BEACH, FLORIDA 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

ALTA/NSPS LAND TITLE SURVEY

SEAL

PROJECT NO.
06-0036-007-01

V-7

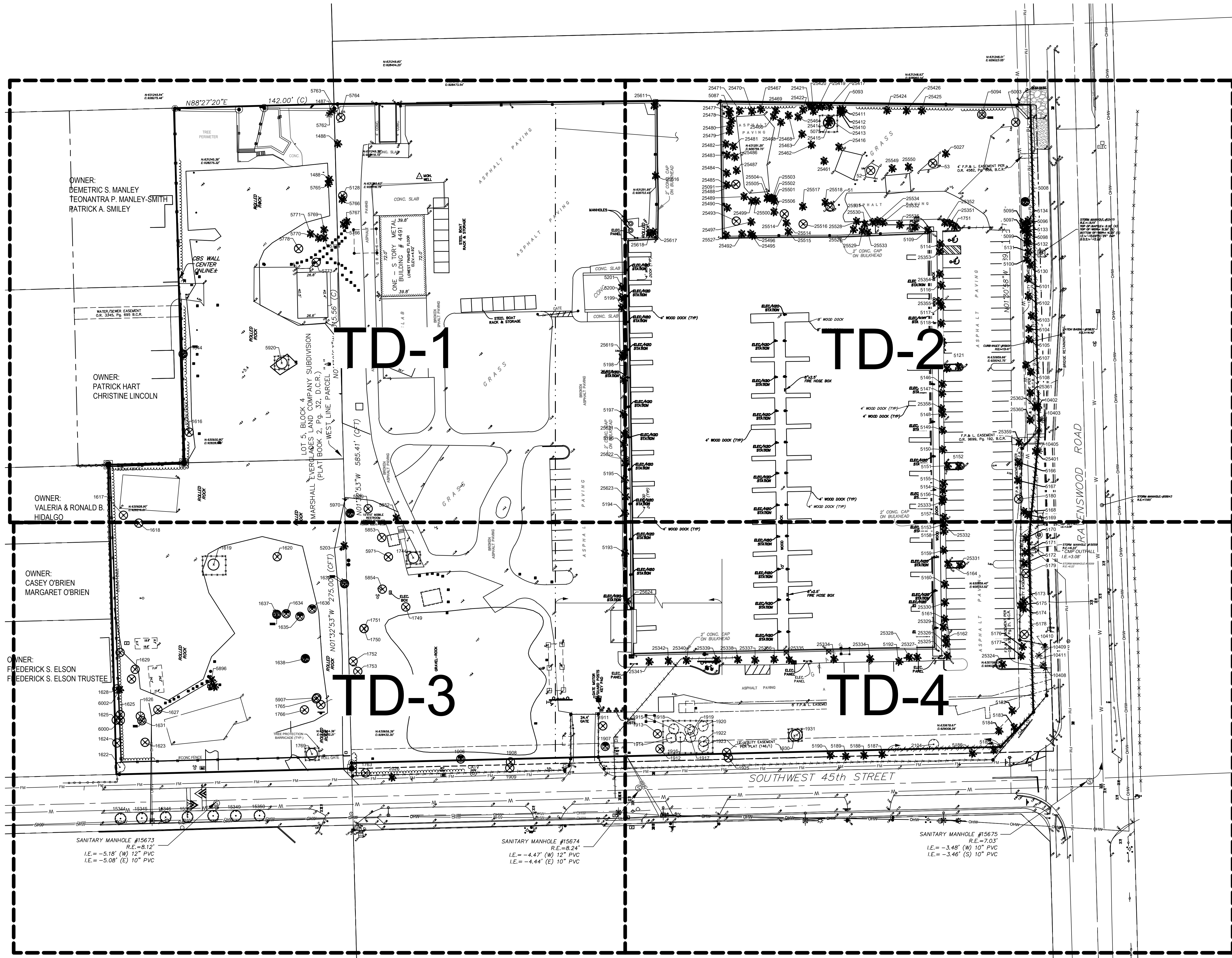
SHEET 7 OF 7

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409
TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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\\staff\02\Landscapes\2006\06-0036-007-01 BANYAN BAY-DANIA Drawings\06-0036-07-01 TD.dwg [OTD] Jan 24, 2025 1:42pm ESCHOFIELD



LEGEND	
XXXX	TREE/PALM TO BE RELOCATED
XXXX	TREE/PALM TO BE REMOVED
XXXX	EXISTING TREE/PALMS TO BE PROTECTED IN PLACE
XXXX	TREE PROTECTION BARRICADE

As per 155.5204.F. No development, work, or demo activity shall be allowed within the dripline of a tree or tree protection area.

DATE:	12/5/2024
SCALE:	AS NOTED
DESIGN BY:	EWS
DRAWN BY:	EWS
CHECKED BY:	EWS
APPROVED BY:	SWP
DATE:	01/24/2025
BY:	
DESCRIPTION:	CITY COMMISSION SUBMITTAL

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ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000114

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BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE.
DANIA BEACH, FL 33312

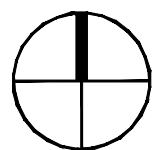
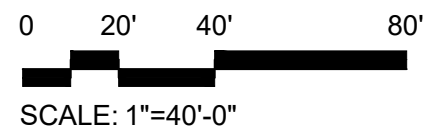
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CONSTELLATION REAL ESTATE PARTNERS

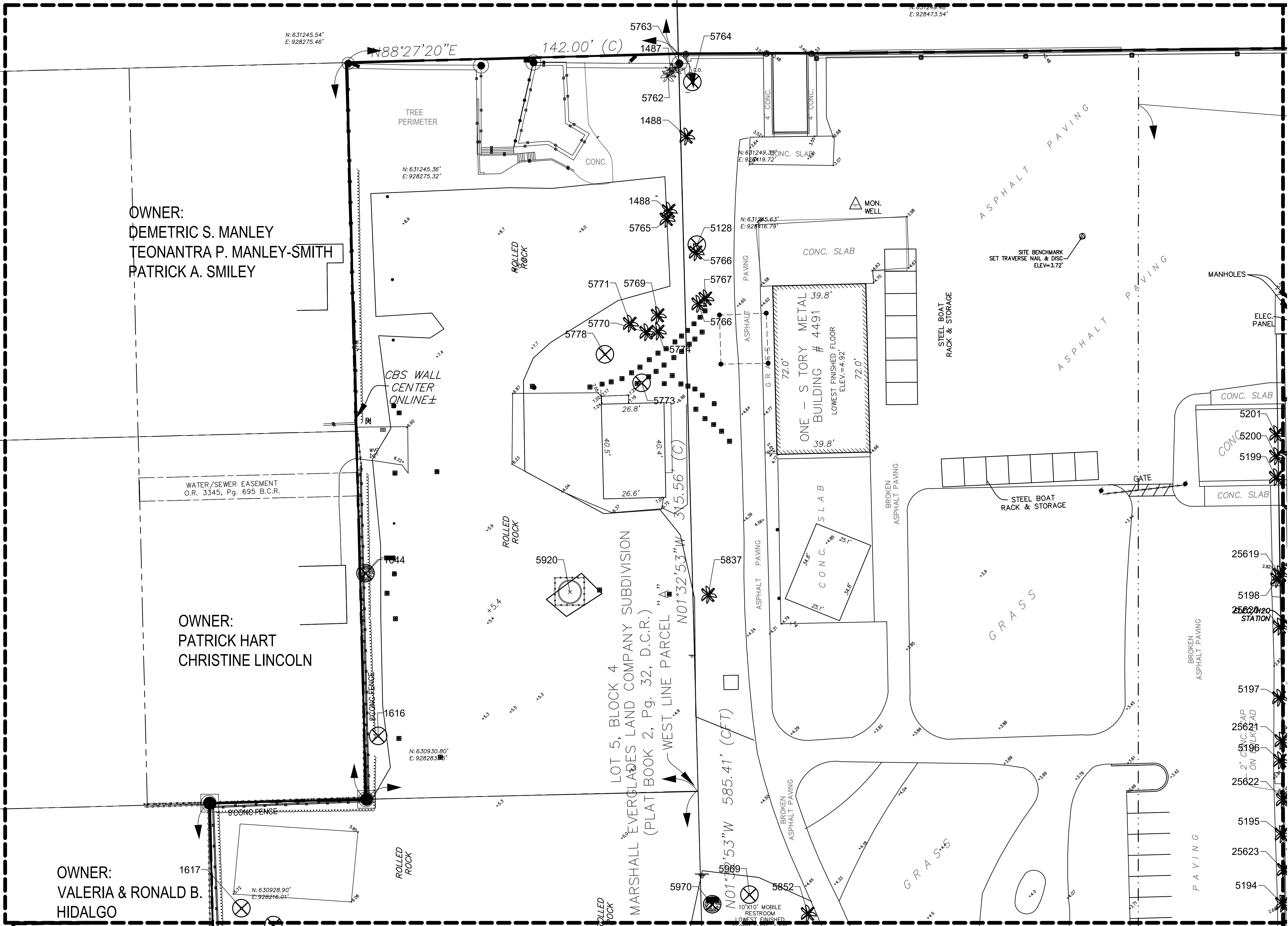
OVERALL TREE DISPOSITION PLAN

Erik W. Schofield
Florida P.L.A. No. 6667682

PROJECT NO.
06-0036-006-01

OTD
SHEET 1 OF 20





OWNER:
DEMETRIC S. MANLEY
TEONANTRA P. MANLEY-SMITH
PATRICK A. SMILEY

OWNER: _____
PATRICK HART
CHRISTINE LINCOLN

OWNER: 1617-
VALERIA & RONALD B.
HIDALGO

MATCHLINE - SEE SHEET TD-3

LEGEND

- | | | |
|---|------|---|
|  | #### | TREE/PALM
TO BE RELOCATED |
|  | #### | TREE/PALM
TO BE REMOVED |
|  | #### | EXISTING
TREE/PALMS O BE
PROTECTED IN PLA |
|  | | TREE PROTECTION
BARRICADE |

As per 155.5204.F. No development, work, or demo activity shall be allowed within the dripline of a tree or tree protection area.

1	CITY COMMISSION SUBMITTAL						DATE	12/5/2024
	DESCRIPTION						SCALE:	AS NOTED
							DESIGN BY:	EWS
							DRAWN BY:	EWS
							CHECKED BY:	EWS
							APPROVED BY:	SWP
							DATE:	01/24/2025
							BY:	

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DANIA BEACH, FL 33312

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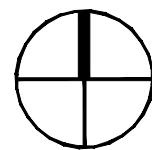
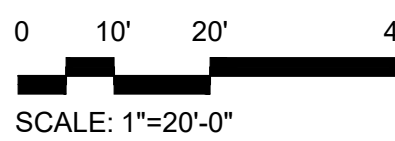
TREE DISPOSITION PLAN

Erik W. Schofield
Florida P.L.A. No. 6667682

PROJECT NO.	06-0036-006-01
-------------	----------------

TD-1

SHEET 2 OF 20



As per 155.5204.F. No development, work, or demo activity shall be allowed within the dripline of a tree or tree protection area.

1	CITY COMMISSION SUBMITTAL	DATE:	01/24/2025
	DESCRIPTION:	BY:	
		DESIGN BY:	EWS
		DRAWN BY:	EWS
		CHECKED BY:	EWS
		APPROVED BY:	SWP
		SCALE:	AS NOTED
		DATE:	12/5/2024

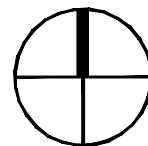
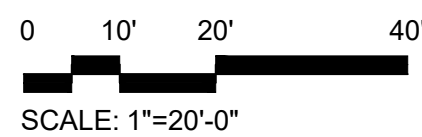
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EMIT IN THE PRESENCE OF CRAVEN THOMPSON & ASSOCIATES, INC.

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

TREE DISPOSITION PLAN

PROJECT NO.
06-0036-006-01

SHEET 3 OF 20



OWNER:
CASEY O'BRIEN
MARGARET O'BRIEN

OWNER:
FREDERICK S. ELSON
FREDERICK S. ELSON TRUSTEE

1618

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1631

1623

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6002

1625

1625

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1624

1622

8" CONC FENCE

ROLLED ROCK

5896

5907

1765

1766

1769

1751

1750

1752

1753

1749

1744

5854

5971

5853

5203

1639

275.00' (CFT)

N 01° 32' 53" W

ROLL GATE

TREE PROTECTION BARRICADE (TYP.)

1763

2026

1906

1908

1909

1911

1907

24.4' GATE

ELEC. BOX

ELEC. H2O STATION

ELEC. PANEL

GATE MOTOR / GUARD POSTS KEY PAD

15344

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OWNER:
FREDERICK S. ELSON
FREDERICK S. ELSON TRUSTEE

SANITARY MANHOLE #15674
R.E.=8.24'
I.E.= -4.47' (W) 12" PVC
I.E.= -4.44' (E) 10" PVC

As per 155.5204.F. No development, work or demo activity shall be allowed within the dripline of a tree or tree protection area.

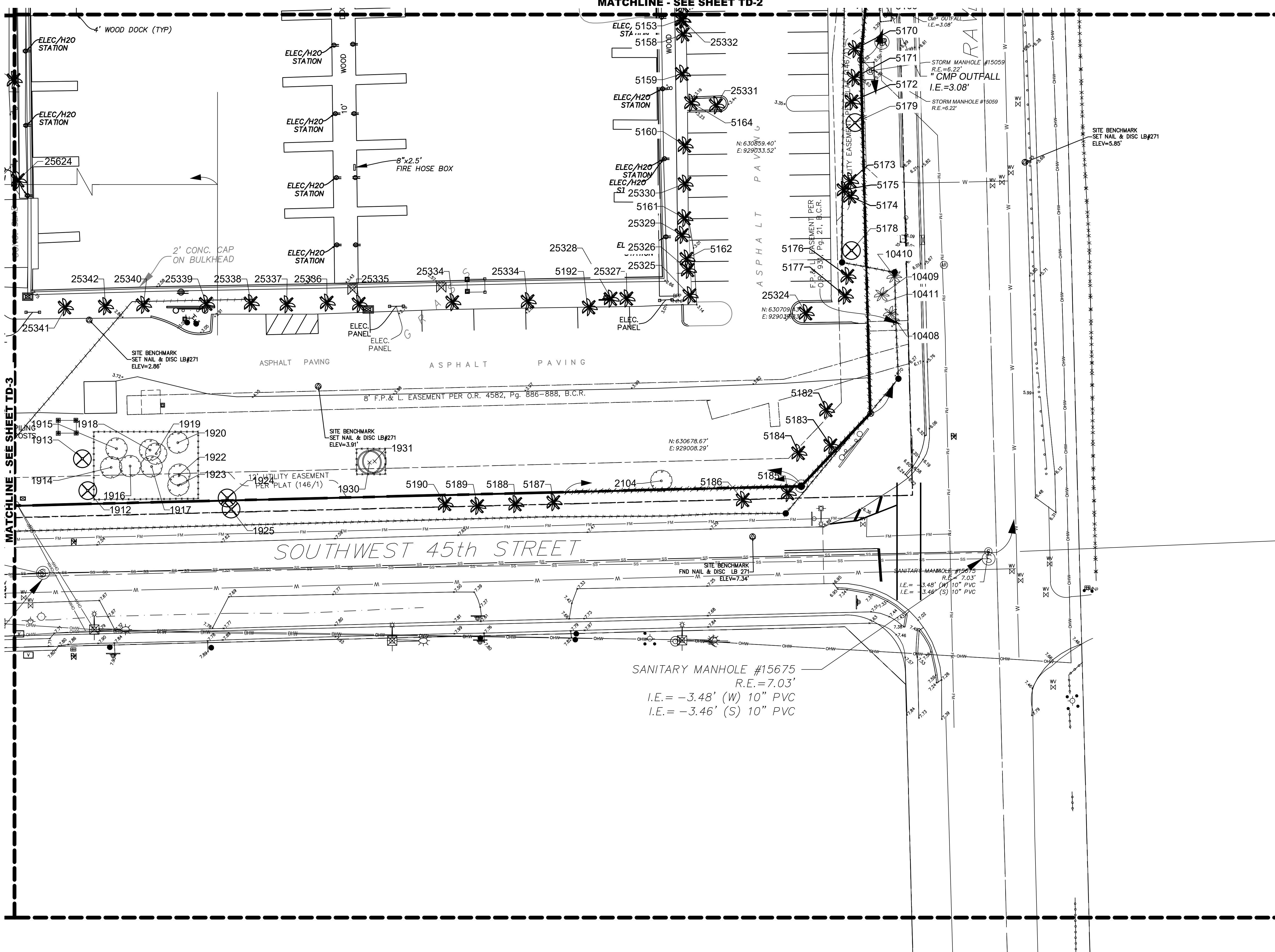
BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
TREE DISPOSITIO PLAN

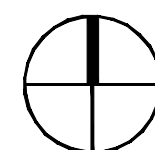
Erik W. Schofield Florida P.L.A. No. 6667682
PROJECT NO. 06-0036-006-01
TD-3 SHEET 4 OF 20

1	CITY COMMISSION SUBMITTAL	DATE:	12/5/2024
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		DRAWN BY:	EWS
		CHECKED BY:	EWS
		APPROVED BY:	SMP
		DATE:	01/24/2025





Erik W. Schofield Florida P.L.A. No. 6667682
PROJECT NO. 06-0036-006-01
TD-4 SHEET 5 OF 20



\\c:\affin02\Landscape\2006\06-0036-007-01 TD.dwg [TD-01] Jan. 24, 2025 1:43pm ESCOT/EED

Banyan Bay Marine Center: Tree Disposition List												
Tree No.	Botanical Name	Common Name	DBH (in.)	Canop y (dia.)	Canopy (sq.ft.)	Height O.A. (ft.)	Height C.T. (ft.)	Condition	Disposition	Specimen Tree (Y/N)	Invasive Category (I/II/N)	
51	Ficus aurea	Strangler Fig	15	40	1256	40		Fair	Remove	N	N	
52	Ficus citrifolia	Shortleaf Fig	23	60	2626	20		Fair	Remove	Y	N	
53	Ficus citrifolia	Shortleaf Fig	144	125	12266	50		Fair	Remove	Y	N	
1487	Cocos nucifera	Coconut Palm	8	12	113	12	8	Good	Remain	N	II	
1488	Sabal palmetto	Sabal Palm	10	12	113	10	4	Fair	Remove	N	N	
1489	Sabal palmetto	Sabal Palm	12	12	113	25	18	Fair	Remove	N	N	
1616	Quercus virginiana	Live Oak	48	35	962	40		Fair	Remove	Y	N	
1617	Quercus virginiana	Live Oak	30	30	314	30		Fair	Remove	N	N	
1618	Quercus virginiana	Live Oak	40	35	962	40		Good	Remove	Y	N	
1619	Quercus virginiana	Live Oak	28	35	962	40		Good	Relocate	Y	N	
1620	Quercus virginiana	Live Oak	43	60	2626	45		Good	Remove	Y	N	
1622	Quercus virginiana	Live Oak	20	20	314	30		Fair	Remove	Y	N	
1623	Quercus virginiana	Live Oak	29	40	1256	35		Fair	Remove	Y	N	
1624	Quercus virginiana	Live Oak	12	24	452	30		Fair	Remove	N	N	
1625	Quercus virginiana	Live Oak	12	20	314	30		Fair	Remove	N	N	
1626	Quercus virginiana	Live Oak	36	40	1256	50		Fair	Remove	Y	N	
1627	Quercus virginiana	Live Oak	60	30	707	45		Good	Remove	Y	N	
1628	Quercus virginiana	Live Oak	12	20	314	35		Fair	Remove	Y	N	
1629	Quercus virginiana	Live Oak	40	40	1256	35		Fair	Remove	Y	N	
1631	Quercus virginiana	Live Oak	16	35	962	35		Fair	Remove	N	N	
1634	Quercus virginiana	Live Oak	16	30	707	50		Fair	Remove	N	N	
1635	Quercus virginiana	Live Oak	21	20	314	20		Fair	Remove	Y	N	
1636	Quercus virginiana	Live Oak	16	25	491	50		Fair	Remove	N	N	
1637	Mangifera indica	Mango	28	50	1963	40		Fair	Remove	Y	N	
1638	Bischofia javanica	Bishopwood	40	50	1963	45		Fair	Remove	Y	I	
1639	Mangifera indica	Mango	22	30	707	27		Fair	Remove	Y	N	
1644	Sweetenia macrophylla	Mahogany	14	25	491	25		Poor	Remove	N	N	
1744	Quercus virginiana	Live Oak	24	40	1256	40		Good	Relocate	Y	N	
1749	Quercus virginiana	Live Oak	70	40	1256	45		Good	Remove	Y	N	
1751	Ficus citrifolia	Ficus spp.	60	50	1963	45		Fair	Remove	Y	N	
1752	Quercus virginiana	Live Oak	16	16	201	30		Fair	Remove	N	N	
1753	Quercus virginiana	Live Oak	20	30	707	30		Fair	Remove	Y	N	
1763	Quercus virginiana	Live Oak	40	25	491	42		Fair	Remove	Y	N	
1765	Quercus virginiana	Live Oak	19	20	314	35		Fair	Remove	Y	N	
1766	Quercus virginiana	Live Oak	22	25	491	28		Fair	Remove	Y	N	
1769	Bursera simaruba	Gumbo Limbo	21	30	707	35		Fair	Relocate	Y	N	
1906	Ficus citrifolia	Ficus spp.	50	35	962	35		Fair	Remove	Y	N	
1907	Ficus citrifolia	Ficus spp.	32	35	962	35		Fair	Remove	Y	N	
1908	Quercus virginiana	Live Oak	25	23	415	45		Fair	Remove	Y	N	
1909	Quercus virginiana	Live Oak	25	35	962	40		Good	Remove	Y	N	
1911	Quercus virginiana	Live Oak	43	50	1963	45		Fair	Remove	Y	N	
1912	Quercus virginiana	Live Oak	19	40	1256	30		Fair	Remove	Y	N	
1913	Quercus virginiana	Live Oak	27	30	707	40		Fair	Remove	Y	N	
1914	Quercus virginiana	Live Oak	16	35	962	25		Good	Remain	N	N	
1915	Quercus virginiana	Live Oak	19	25	491	45		Fair	Remain	Y	N	
1916	Quercus virginiana	Live Oak	19	30	707	30		Good	Remain	Y	N	
1917	Quercus virginiana	Live Oak	11	25	491	20		Good	Remain	N	N	
1918	Quercus virginiana	Live Oak	14	25	491	45		Poor	Remove	N	N	
1919	Sabal palmetto	Sabal Palm	6	14	154		22	Fair	Remove	N	N	
1920	Quercus virginiana	Live Oak	17	20	314	30		Poor	Remove	N	N	
1922	Quercus virginiana	Live Oak	10	25	491	20		Fair	Remain	N	N	
1923	Quercus virginiana	Live Oak	26	35	30	28		Fair	Remain	Y	N	
1924	Quercus virginiana	Live Oak	28	25	491	35		Good	Remove	Y	N	
1925	Quercus virginiana	Live Oak	23	25	491	32		Good	Remove	Y	N	
1930	Sabal palmetto	Sabal Palm	18	15	177		10	Good	Relocate	N	N	
1931	Sabal palmetto	Sabal Palm	10	12	113		10	Good	Relocate	N	N	
2026	Sabal palmetto	Sabal Palm	18	6	28	4		Good	Remove	N	N	
2104	Quercus virginiana	Live Oak	40	40	1256	35		Good	Remain	Y	N	
5008	Mangifera indica	Mango	40	35	962	35		Poor	Remove	Y	N	
5052	Manilkara zapota	Sapodilla	76	30	707	40		Poor	Remove	N	I	
5003	Sabal palmetto	Sabal Palm	14	12	113		25	Good	Remain	N	N	
5075	Sabal palmetto	Sabal Palm	14	12	113		25	Good	Relocate	N	N	
5087	Syagrus romanzoffiana	Queen Palm	10	34	907		14	Poor	Remove	N	II	
5091	Sweetenia macrophylla	Mahogany	12	26	531	29		Fair	Remove	N	N	
5093	Sabal palmetto	Sabal Palm	12	4	13		2	Fair	Remove	N	N	
5094	Plumeria rubra	Frangipani	12	4	13	18		Fair	Remove	N	N	
5095	Syagrus romanzoffiana	Queen Palm	8	12	113		14	Good	Remove	N	II	
5096	Syagrus romanzoffiana	Queen Palm	8	12	113		14	Good	Remove	N	II	
5097	Syagrus romanzoffiana	Queen Palm	8	12	113		14	Good	Remove	N	II	
5098	Cocos nucifera	Coconut Palm	15	18	254		14	Good	Remove	N	II	
5099	Cocos nucifera	Coconut Palm	12	17	227		14	Good	Remove	N	II	
5100	Cocos nucifera	Coconut Palm	8	22	380		24	Good	Remove	N	II	
5101	Cocos nucifera	Coconut Palm	12	19	283		24	Good	Remove	N	II	
5102	Cocos nucifera	Coconut Palm	8	18	254			Good	Remove	N	II	
5103	Cocos nucifera	Coconut Palm	10	20	314			Good	Remove	N	II	
5104	Syagrus romanzoffiana	Queen Palm	8	10	79		9	Good	Remove	N	II	
5105	Cocos nucifera	Coconut Palm	8	12	113			Good	Remove	N	II	
5107	Cocos nucifera	Coconut Palm	8	10	79		8	Good	Remove	N	II	
5108	Cocos nucifera	Coconut Palm	10	22	380			Good	Remove	N	II	
5109	Syagrus romanzoffiana	Queen Palm	10	12	113		10	Poor	Remove	N	II	
5111	Syagrus romanzoffiana	Queen Palm	10	34	907	27		Poor	Remove	N	II	
5114	Psychosperma elegans	Alexander Palm	4	6	28	14	9	Fair	Remove	N	II	
5116	Adonidia merrillii	Christmas Palm	3	8	50		7	Fair	Remove	N	N	
5117	Adonidia merrillii	Christmas Palm	3	6	28		7	Fair	Remove	N	N	
5118	Adonidia merrillii	Christmas Palm	3	7	38		7	Fair	Remove	N	N	
5119	Sabal palmetto	Sabal Palm	14	10	79		14	Fair	Remove	N	N	
5120	Wodyetia bifurcata	Foxtail Palm	12	10	79		13	Fair	Remove	N	N	
5128	Quercus virginiana	Live Oak	28	35	962	40		Fair	Remove	Y	N	
5130	Cocos nucifera	Coconut Palm	10	7	38		30	Good	Remove	N	II	
5131	Cocos nucifera	Coconut Palm	10	5	20		26	Good	Remove	N	II	
5132	Cocos nucifera	Coconut Palm	10	13	133		8	Good	Remove	N	II	
5133	Cocos nucifera	Coconut Palm	10	20	314		8	Good	Remove	N	II	
5134	Cocos nucifera	Coconut Palm	10	12	113		8	Fair	Remove	N	II	
5146	Cocos nucifera	Coconut Palm	10	12	113		8	Fair	Remove	N	II	
5147	Psychosperma elegans	Alexander Palm	12	10	79		11	Fair	Remove	N	II	
5148	Psychosperma elegans	Alexander Palm	4	24	452		6	Fair	Remove	N	II	
5149	Psychosperma elegans	Alexander Palm	4	28	615		8	Fair	Remove	N	II	
5150	Psychosperma elegans	Alexander Palm	4	22	380		8	Fair	Remove	N	II	
5151	Syagrus romanzoffiana	Queen Palm	10	6	28		14	Poor	Remove	N	II	
5152	Cocos nucifera	Coconut Palm	12	15	177		18	Fair	Remove	N	II	
5153	Psychosperma elegans	Alexander Palm	4	6	28		10	Poor	Remove	N	II	
5154	Psychosperma elegans	Alexander Palm	4	6	28		10	Good	Remove	N	II	
5155	Psychosperma elegans	Alexander Palm	4	7	38		8	Good	Remove	N	II	
5156	Psychosperma elegans	Alexander Palm	3	4	13		10	Good	Remove	N	II	
5157	Psychosperma elegans	Alexander Palm	4	8	50		10	Good	Remove	N	II	
5158	Psychosperma elegans	Alexander Palm	4	8	50		10	Good	Remove	N	II	
5159	Psychosperma elegans	Alexander Palm	6	6	28		6	Good	Remove	N	II	
5160	Psychosperma elegans	Alexander Palm	4	18	254		8	Good	Remove	N	II	

Banyan Bay Marine Center: Tree Disposition List												
Tree No.	Botanical Name	Common Name	DBH (in.)	Canop y (dia.)	Canopy (sq.ft.)	Height O.A. (ft.)	Height C.T. (ft.)	Condition	Disposition	Specimen Tree (Y/N)	Invasive Category (I/II/N)	
5161	Psychosperma elegans	Alexander Palm	4	18	254		12	Good	Remove	N		II
5162	Psychosperma elegans	Alexander Palm	3	7	38		6	Good	Remove	N		II
5164	Cocos nucifera	Coconut Palm	8	14	154		10	Good	Remove	N		II
5166	Cocos nucifera	Coconut Palm	8	20	314			Good	Remove	N		II
5167	Cocos nucifera	Coconut Palm	10	20	314			Good	Remove	N		II
5168	Cocos nucifera	Coconut Palm	15	25	491			Good	Remove	N		II
5169	Sabal palmetto	Sabal Palm	20	10	79		24	Good	Remove	N		N
5170	Cocos nucifera	Coconut Palm	10	20	314		16	Good	Remove	N		II
5171	Cocos nucifera	Coconut Palm	10	10	79		20	Good	Remove	N		II
5172	Cocos nucifera	Coconut Palm	10	10	79		20	Good	Remove	N		II
5173	Cocos nucifera	Coconut Palm	10	14	154		20	Good	Remove	N		II
5174	Cocos nucifera	Coconut Palm	10	14	154			Good	Remove	N		II
5175	Cocos nucifera	Coconut Palm	12	14	154			Good	Remove	N		II
5176	Sabal palmetto	Sabal Palm	10	10	79		15	Good	Remove	N		N
5177	Cocos nucifera	Coconut Palm	10	15	177		20	Good	Remove	N		II
5178	Thespesia populnea	Seaside Mahoe	7	15	177	24	8	Fair	Remove	N		I
5179	Thespesia populnea	Seaside Mahoe	8	15	177	20	8	Fair	Remove	N		I
5180	Thespesia populnea	Seaside Mahoe	7	15	177	16	8	Fair	Remove	N		I
5182	Cocos nucifera	Coconut Palm	12	15	177		25	Good	Remove	N		II
5183	Cocos nucifera	Coconut Palm	14	20	314		35	Good	Remove	N		II
5184	Cocos nucifera	Coconut Palm	12	18	254		25	Good	Remove	N		II
5185	Cocos nucifera	Coconut Palm	12	14	154		20	Fair	Remove	N		II
5186	Cocos nucifera	Coconut Palm	8	10	79		22	Poor	Remove	N		II
5187	Cocos nucifera	Coconut Palm	4	0	0			Doad	Remove	N		II
5188	Cocos nucifera	Coconut Palm	10	12	113		25	Fair	Remove	N		II
5189	Cocos nucifera	Coconut Palm	10	12	113		26	Fair	Remove	N		II
5190	Cocos nucifera	Coconut Palm	10	20	314		30	Fair	Remove	N		II
5191	Sabal palmetto	Sabal Palm	8	8	28		12	Fair	Remove	N		II
5192	Dypsis lutescens	Areca Palm	6	6	28		8	Fair	Remove	N		N
5193	Cocos nucifera	Coconut Palm	12	22	380		25	Fair	Remove	N		II
5194	Cocos nucifera	Coconut Palm	4	5	20		4	Fair	Remove	N		II
5195	Sabal palmetto	Sabal Palm	4	4	20		4	Fair	Remove	N		II
5196	Sabal palmetto	Sabal Palm	4	5	20		4	Fair	Remove	N		N
5197	Cocos nucifera	Coconut Palm	10	12	113		20	Fair	Remove	N		II
5198	Cocos nucifera	Coconut Palm	12	20	314		14	Fair	Remove	N		II
5199	Psychosperma elegans	Alexander Palm	5	7	38		6	10	Fair	Remove	N	II
5200	Psychosperma elegans	Alexander Palm	6	10	79		10	Fair	Remove	N		II
5201	Psychosperma elegans	Alexander Palm	3	3	7		5	Fair	Remove	N		II
5203	Sabal palmetto	Sabal Palm	14	16	201		18	Fair	Remove	N		II
5202	Cocos nucifera	Coconut Palm	12	20	314		18	Fair	Remain	N		II
5203	Cocos nucifera	Coconut Palm	8	14	154		5	Good	Remain	N		II
5204	Cupaniopsis anacardioides	Cardwood	15	20	314	28		Fair	Remove	N		I
5205	Sabal palmetto	Sabal Palm	8	12	113		15	Fair	Remove	N		II
5206	Sabal palmetto	Sabal Palm	14	8	50		12	Fair	Remove	N		N
5207	Sabal palmetto	Sabal Palm	12	14	154		20	Fair	Remove	N		N
5208	Cocos nucifera	Coconut Palm	12	16	201		5	Fair	Remove	N		II
5209	Cocos nucifera	Coconut Palm	8	12	113		8	Fair	Remove	N		II
5210	Cocos nucifera	Coconut Palm	8	15	177		4	Fair	Remove	N		II
5211	Cocos nucifera	Coconut Palm	8	12	113		4	Fair	Remove	N		II
5212	Wodyetia bifurcata	Foxtail Palm	10	8	50		18	Fair	Remove	N		N
5213	Bursera simaruba	Gumbo Limbo	7	10	79	24		14	Fair	Remove	N	N
5214	Cocos nucifera	Coconut Palm	8	12	113		4	Fair	Remove	N		II
5215	Bucida buceras	Black Olive	48	35	982	45	24	Fair	Remove	Y		N
5216	Cocos nucifera	Coconut Palm	14	16	201		18	Fair	Remove	N		II
5217	Psychosperma elegans	Norfolk Island Pine	6	10	79	16		Fair	Remove	N		N
5218	Bursera simaruba	Gumbo Limbo	7	15	177	24		Fair	Remove	N		N
5219	Sabal palmetto	Sabal Palm	10	16	201		18	Fair	Remove	N		N
5220	Sabal palmetto	Sabal Palm	10	20	314		24	Fair	Remove	N		N
5221	Quercus virginiana	Live Oak	20	24	314	25		Fair	Remove	Y		N
5222	Quercus virginiana	Live Oak	16	16	201	30		Fair	Remove	N		N
5223	Quercus virginiana	Live Oak	40	40	1256	55		Fair	Remove	Y		N
5224	Sweetgum macrophylla	Mahogany	28	25	491	40		Fair	Remove	Y		N
5225	Mangifera indica	Mango	21	20	314	25	14	Fair	Remove	Y		N
5226	Ficus benjamina	Ficus spp.	7	16	201	20	14	Fair	Remove	N		N
5227	Sabal palmetto	Sabal Palm	16	18	254		18	Fair	Remove	N		N
5228	Cocos nucifera	Sabal Palm	16	16	201		9	Good	Remain	N		II
5229	Sabal palmetto	Sabal Palm	16	20	314		9	Good	Remain	N		N
5230	Sabal palmetto	Sabal Palm	16	22	380		9	Good	Remain	N		N
5231	Sabal palmetto	Sabal Palm	16	30	707	18		Good	Remain	N		N
5232	Sabal palmetto	Sabal Palm	12	34	907	22		Good	Remain	N		N
5233	Sabal palmetto	Sabal Palm	14	30	707	18		Good	Remain	N		N
5234	Conocarpus erectus v. sericus	Silver Buttonwood	4	4	13	6		Good	Remain	N		II
5235	Conocarpus erectus v. sericus	Silver Buttonwood	5	5	20	8		Good	Remain	N		II
5236	Ligustrum japonica	Japanese Privet	2	5	20	4		Good	Remain	N		N
5237	Conocarpus erectus v. sericus	Silver Buttonwood	3	4	13	6		Good	Remain	N		II
5238	Conocarpus erectus v. sericus	Silver Buttonwood	4	4	13	6		Good	Remain	N		II
5239	Conocarpus erectus v. sericus	Silver Buttonwood	5	5	20	8		Good	Remain	N		II
5240	Ligustrum japonica	Japanese Privet	3	6	28	8		Good	Remain	N		N
5241	Wodyetia bifurcata	Foxtail Palm	8	14	154	18	14	Poor	Remove	N		N
5242	Wodyetia bifurcata	Foxtail Palm	6	10	79	18	15	Poor	Remove	N		N
5243	Cocos nucifera	Coconut Palm	12	12	113	12	7	Poor	Remove	N		II
5244	Cocos nucifera	Coconut Palm	6	22	380		4	Good	Remove	N		II
5245	Cocos nucifera	Coconut Palm	3	10	79		4	Good	Remove	N		II
5246	Cocos nucifera	Coconut Palm	16	16	201	30		Fair	Remove	N		II
5247	Cocos nucifera	Coconut Palm	12	17	227	24	14	Fair	Remove	N		II
5248	Cocos nucifera	Coconut Palm	14	20	314	25	14	Fair	Remove	N		II
5249	Cocos nucifera	Coconut Palm	14	18	254	22	14	Fair	Remove	N		II
5250	Cocos nucifera	Coconut Palm	14	16	201	18		Fair	Remove	N		II
5251	Dypsis lutescens	Areca Palm	4	4	13	10	7	Fair	Remove	N		N
5252	Psychosperma elegans	Alexander Palm	3	4	13	15	12	Fair	Remove	N		II
5253	Psychosperma elegans	Alexander Palm	3	10	79	15	10	Fair	Remove	N		II
5254	Psychosperma elegans	Alexander Palm	3	6	28	15	10	Fair	Remove	N		II
5255	Psychosperma elegans	Alexander Palm	4	10	79	16	12	Fair	Remove	N		II
5256	Cocos nucifera	Coconut Palm	14	4	13	15	10	Fair	Remove	N		II
5257	Wodyetia bifurcata	Foxtail Palm	10	3	7	15	12	Fair	Remove	N		N
5258	Psychosperma elegans	Alexander Palm	3	28	615	4		Fair	Remove	N		II
5259	Sabal palmetto	Sabal Palm	6	21	340	3		Fair	Remove	N		II
5260	Cocos nucifera	Coconut Palm	14	18	254	18		Fair	Remove	N		II
5261	Cocos nucifera	Coconut Palm	13	18	254	18		Fair	Remove	N		II
5262	Cocos nucifera	Coconut Palm	12	26	331	10		Fair	Remove	N		II
5263	Cocos nucifera	Coconut Palm	16	21	340	12		Fair	Remove	N		II
5264	Cocos nucifera	Coconut Palm	22	22	380	18		Fair	Remove	N		II
5265	Cocos nucifera	Coconut Palm	8	24	452	4		Fair	Remove	N		II
5266	Cocos nucifera	Coconut Palm	9	20	314	18		Fair	Remove	N		II

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Banyan Bay Marine Center: Specimen Tree List											
Tree No.	Botanical Name	Common Name	DBH (in.)	Canop y (dia.)	Canopy (sq.ft.)	Height O.A. (ft.)	Height C.T. (ft.)	Condition	Disposition	Specimen Tree (Y/N)	Invasive Category (I/II/N)
52	Ficus citrifolia	Shortleaf Fig	23	60	2826	20		Fair	Remove	Y	N
53	Ficus citrifolia	Shortleaf Fig	144	125	12266	50		Fair	Remove	Y	N
1616	Quercus virginiana	Live Oak	48	35	962	40		Fair	Remove	Y	N
1618	Quercus virginiana	Live Oak	40	35	962	40		Good	Remove	Y	N
1619	Quercus virginiana	Live Oak	28	35	962	40		Good	Relocate	Y	N
1620	Quercus virginiana	Live Oak	43	60	2826	45		Good	Remove	Y	N
1622	Quercus virginiana	Live Oak	22	20	314	30		Fair	Remain	Y	N
1623	Quercus virginiana	Live Oak	29	40	1256	35		Fair	Remove	Y	N
1626	Quercus virginiana	Live Oak	36	40	1256	50'		Fair	Remove	Y	N
1627	Quercus virginiana	Live Oak	60	30	707	45		Good	Remove	Y	N
1628	Quercus virginiana	Live Oak	12	20	314	35		Fair	Remove	Y	N
1629	Quercus virginiana	Live Oak	40	40	1256	35		Fair	Remove	Y	N
1635	Quercus virginiana	Live Oak	21	20	314	20		Fair	Remove	Y	N
1637	Mangifera indica	Mango	28	50	1963	40		Fair	Remove	Y	N
1639	Mangifera indica	Mango	22	30	707	27		Fair	Remove	Y	N
1744	Quercus virginiana	Live Oak	24	20	314	25		Good	Relocate	Y	N
1749	Quercus virginiana	Live Oak	70	40	1256	45		Good	Remove	Y	N
1751	Ficus citrifolia	Ficus spp.	60	50	1963	45		Fair	Remove	Y	N
1753	Quercus virginiana	Live Oak	20	30	707	30		Poor	Remove	Y	N
1763	Quercus virginiana	Live Oak	40	25	491	42		Fair	Remove	Y	N
1765	Quercus virginiana	Live Oak	19	20	314	35		Fair	Remove	Y	N
1766	Quercus virginiana	Live Oak	22	25	491	28		Fair	Remove	Y	N
1769	Bursera simaruba	Gumbo Limbo	21	20	314	35		Fair	Relocate	Y	N
1906	Ficus citrifolia	Ficus spp.	50	35	962	35		Fair	Remove	Y	N
1907	Ficus citrifolia	Ficus spp.	32	35	962	35		Fair	Remove	Y	N
1908	Quercus virginiana	Live Oak	25	23	415	45		Fair	Remove	Y	N
1909	Quercus virginiana	Live Oak	25	35	962	40		Good	Remove	Y	N
1911	Quercus virginiana	Live Oak	43	50	1963	45		Fair	Remove	Y	N
1912	Quercus virginiana	Live Oak	19	40	1256	30		Fair	Remove	Y	N
1913	Quercus virginiana	Live Oak	27	30	707	40		Fair	Remove	Y	N
1915	Quercus virginiana	Live Oak	19	25	491	45		Fair	Remain	Y	N
1916	Quercus virginiana	Live Oak	19	30	707	30		Good	Remain	Y	N
1923	Quercus virginiana	Live Oak	26	35	30	28		Fair	Remain	Y	N
1924	Quercus virginiana	Live Oak	28	25	491	35		Good	Remove	Y	N
1925	Quercus virginiana	Live Oak	23	25	491	32		Good	Remove	Y	N
2104	Quercus virginiana	Live Oak	40	40	1256	35		Good	Remain	Y	N
5008	Mangifera indica	Mango	40	35	962	35		Good	Remove	Y	N
5128	Quercus virginiana	Live Oak	28	35	962	40		Fair	Remove	Y	N
5906	Quercus virginiana	Live Oak	24	20	314	25		Fair	Remove	Y	N
5920	Quercus virginiana	Live Oak	32	40	1256	55		Good	Relocate	Y	N
5969	Swietenia macrophylla	Mahogany	28	25	491	40		Fair	Remove	Y	N
5970	Mangifera indica	Mango	21	20	314	25	14	Fair	Remove	Y	N
25415	Ficus aurea	Stangler Fig	36	30	707	25		Fair	Relocate	Y	N

Banyan Bay Marine Center: Specimen Tree Value List													
Tree No.	Species	Species Rating	Condition	Health/Condition Factor	DBH (in.)	Site (%)	Contribution (%)	Placement (%)	Size Factor	Location Score	Replacement Tree Size (in.)	Replacement Tree Price	Tree Appraisal Value
52	Ficus citrifolia	70%	Fair	0.75	23	50	70	50	3	0.5	3	\$500	\$1,518.75
53	Ficus citrifolia	70%	Fair	0.75	38	50	70	50	4	0.5	3	\$500	\$2,025.00
1616	Quercus virginiana	80%	Fair	0.75	48	50	85	50	4	0.5	4	\$600	\$2,430.00
1619	Quercus virginiana	80%	Good	1.25	28	50	85	50	4	1	4	\$600	\$8,100.00
1620	Quercus virginiana	80%	Good	0.75	43	50	85	50	4	0.5	4	\$600	\$2,430.00
1622	Quercus virginiana	80%	Fair	0.75	22	50	85	50	3	0.5	4	\$600	\$1,822.50
1623	Quercus virginiana	80%	Fair	0.75	43	50	85	50	4	0.5	4	\$600	\$2,430.00
1626	Quercus virginiana	80%	Fair	0.75	36	50	85	50	4	1	4	\$600	\$4,860.00
1627	Quercus virginiana	80%	Good	1.25	60	50	85	50	4	2	4	\$600	\$16,200.00
1628	Quercus virginiana	80%	Fair	0.75	28	50	85	50	4	1	4	\$600	\$4,860.00
1629	Quercus virginiana	80%	Fair	0.75	40	50	85	50	4	1	4	\$600	\$4,860.00
1635	Quercus virginiana	80%	Fair	0.75	21	50	85	50	3	1	4	\$600	\$3,645.00
1637	Mangifera indica	50%	Fair	0.75	28	50	50	50	4	1	4	\$525	\$4,252.50
1639	Mangifera indica	50%	Fair	0.75	22	50	50	50	3	1	4	\$525	\$3,189.38
1744	Quercus virginiana	80%	Good	1.25	24	50	85	50	4	1	4	\$600	\$8,100.00
1749	Quercus virginiana	80%	Good	1.25	70	50	85	50	4	1	4	\$600	\$8,100.00
1751	Ficus citrifolia	70%	Fair	0.75	60	50	70	50	4	1	4	\$500	\$4,050.00
1763	Quercus virginiana	80%	Fair	0.75	40	50	85	65	3	4	4	\$600	\$14,580.00
1765	Quercus virginiana	80%	Fair	0.75	19	50	85	50	3	1	4	\$600	\$3,645.00
1766	Quercus virginiana	80%	Fair	0.75	22	50	85	50	3	2	4	\$600	\$7,290.00
1769	Gumbo Limbo	80%	Fair	0.75	21	50	85	50	3	3	4	\$275	\$5,011.88
1906	Ficus citrifolia	70%	Fair	0.75	50	50	70	60	4	3	3	\$500	\$12,150.00
1907	Ficus citrifolia	70%	Fair	0.75	32	50	70	60	4	2	3	\$500	\$8,100.00
1908	Quercus virginiana	80%	Fair	0.75	25	50	70	60	4	4	4	\$600	\$19,440.00
1909	Quercus virginiana	80%	Fair	0.75	25	50	85	60	4	3	4	\$600	\$14,580.00
1911	Quercus virginiana	80%	Fair	0.75	43	50	85	60	4	3	4	\$600	\$14,580.00
1912	Quercus virginiana	80%	Fair	0.75	19	50	85	60	3	2	4	\$600	\$7,290.00
1913	Quercus virginiana	80%	Fair	0.75	27	50	85	60	4	2	4	\$600	\$9,720.00
1915	Quercus virginiana	80%	Fair	0.75	19	50	85	60	3	2	4	\$600	\$7,290.00
1916	Quercus virginiana	80%	Fair	0.75	19	50	85	60	3	2	4	\$600	\$7,290.00
1923	Quercus virginiana	80%	Fair	0.75	26	50	85	60	3	2	4	\$600	\$7,290.00
1924	Quercus virginiana	80%	Good	1.25	28	50	85	60	4	2	4	\$600	\$16,200.00
1925	Quercus virginiana	80%	Good	1.25	23	50	85	60	3	4	4	\$600	\$24,300.00
2104	Quercus virginiana	80%	Good	1.25	40	50	85	60	4	4	4	\$600	\$32,400.00
5008	Mangifera indica	50%	Fair	0.75	40	50	50	50	3	0.5	3	\$525	\$1,594.69
5128	Quercus virginiana	90%	Fair	0.75	28	50	85	50	4	0.5	4	\$600	\$2,430.00
5906	Quercus virginiana	80%	Fair	0.75	24	50	85	50	4	1	4	\$600	\$4,860.00
5920	Quercus virginiana	80%	Good	1.25	32	50	85	50	4	1	4	\$600	\$8,100.00
5969	Swietenia macrophylla	80%	Fair	0.75	28	50	80	50	4	0.5	4	\$525	\$2,126.25
5970	Mangifera indica	50%	Fair	0.75	21	50	50	50	3	0.5	3	\$525	\$1,594.69
25493	Quercus virginiana	80%	Fair	0.75	20	50	85	50	4	1	4	\$600	\$4,860.00
25415	Ficus aurea	70%	Fair	0.75	36	50	70	50	4	1	3	\$475	\$3,847.50
TOTAL SPECIMEN \$ VALUE REMOVED FROM SITE													\$236,013.75

TREE MITIGATION SUMMARY	
Sec. 825-100.A.(6): TREE REPLACEMENT	
TOTAL TREE CANOPY REMOVED=	94,999 SF
CANOPY REPLACEMENT REQUIRED AT 1:1	
Sec. 825-80.B.(6): TREE REMOVAL LICENSE	
NON-INVASIVE TREE CANOPY REMOVED x 1.5	
CATEGORY I INVASIVE TREE CANOPY REMOVED x 25%	
CATEGORY II INVASIVE TREE CANOPY REMOVED 1:1	
TOTAL TREE CANOPY MITIGATION REQUIRED=	
Sec. 825-100.B.(2).a: Minimum Standards for Replacements	
CANOPY REPLACEMENT Tree Qty.	
CAT. 1A TREES @ 16' HEIGHT:	500 SF
CAT. 1B TREES @ 12' HEIGHT:	300 SF
CAT. 2 TREES @ 8' HEIGHT:	150 SF
CAT. 3 TREES @ 6' HEIGHT:	100 SF
CAT. 4 TREES @ 6'CT.:	50 SF
TOTAL MITIGATION CANOPY PROVIDED=	
PAYMENT IN LIEU:	
Owner is required to pay to city tree trust fund the equivalent of 106,559 SF of canopy not replaced on site or the \$ equivalent value of (213) Cat 1A Trees x 2.7 multiplier	
Payment in Lieu of Mitigation \$450 x 213 =	
Sec. 825-140.C.(1): SPECIMEN TREE \$ VALUE	
Total Specimen Tree Appraisal Value Removed=	
Total Payment to Tree Trust Fund=	

DATE: 12/5/2024

SCALE: AS NOTED

DESIGN BY: EWS

DRAWN BY: EWS

CHECKED BY: EWS

APPROVED BY: SWP

DATE: 01/24/2025

DATE:

BY:

CRAVEN • THOMPSON AND ASSOCIATES, INC.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309

TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271

FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

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BANYAN BAY INDUSTRIAL BUSINESS PARK

4491 ANGLERS AVE.

DANIA BEACH, FL 33312

PREPARED FOR:

CONSTELLATION REAL ESTATE PARTNERS

TREE DISPOSITION LIST

Erik W. Schofield

Florida P.L.A. No. 6667682

PROJECT NO.

06-0036-006-01

TD-6

SHEET 7 OF 20

EXISTING								
	BS-R	1	Bursera simaruba	Gumbo Limbo	-	Relocated Tree, refer to Tree Disposition Plans	Yes	Category 1
	FAR	1	Ficus aurea	Strangler Fig	-	Relocated Tree, refer to Tree Disposition Plans	Yes	Category 1
	QV-E	11	Quercus virginiana	Southern Live Oak	-	Existing Tree, refer to Tree Disposition Plans	Yes	Category 1
	QV-R	3	Quercus virginiana	Southern Live Oak	-	Relocated Tree, refer to Tree Disposition Plans	Yes	Category 1
	SPE	6	Sabal palmetto	Cabbage Palmetto	-	Existing Palm, refer to Tree Disposition Plans	Yes	Category 2
FLOWERING TREES								
	BA	5	Bulnesia arborea	Verawood	2" DBH	12' Ht. x 6' Spr.	No	Category 2
MITIGATION TREES								
	BSM	23	Bursera simaruba	Gumbo Limbo	5.5" CAL.	16' Ht. x 6' Sprd.	Yes	Category 1A
	CEM	7	Conocarpus erectus	Green Buttonwood	5" CAL.	12' Ht. x 5' Spr.	Yes	Category 1B
	QVM	8	Quercus virginiana	Southern Live Oak	5.5" CAL.	16' Ht. x 8' Spr.	Yes	Category 1A
PALM TREES								
	PEX	36	Ptychosperma schefferi	Scheffer's Palm	-	6-8' CT, Staggered OA Hts.	No	Category 4
	SPX	43	Sabal palmetto	Cabbage Palm	-	14'-20' CT.	Yes	Category 2
	VMT	3	Veitchia montgomeryana	Montgomery Palm	-	18-20' OA, Triple Trunk	No	Category 4

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	NATIVE			SPACING
SHRUB AREAS									
	CHI	607	<i>Chrysobalanus icaco</i> 'Redlip'	Red Tip Cocoplum	36" HT X 24" SPRD.	YES			24" o.c.
	CG2	216	<i>Clusia guttifera</i>	Small-Leaf Clusia	36" HT. x 36" SPR.	YES			36" o.c.
	CES	385	<i>Conocarpus erectus</i> 'Sericeus'	Silver Buttonwood	36" HT X 24" SPRD.	YES			24" o.c.
	FMG	196	<i>Ficus microcarpa</i> 'Green Island'	Green Island Ficus	12" HT. X 12" SPRD.	NO			15" o.c.
	IVN	1,181	<i>Ilex vomitoria</i> 'Nana'	Dwarf Yaupon	18" HT X 18" SPRD.	YES			18" o.c.
	POM	581	<i>Podocarpus macrophyllus</i> maki	Shrubby Yew	36" HT X 24" SPRD.	NO			24" o.c.
	VIO	623	<i>Viburnum ovatum</i>	Walter's Viburnum	24" HT. X 24" SPRD.	YES			24" o.c.
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS				SPACING
SOD/SEED									
	SOD-2	9,969 sf	<i>Paspalum notatum</i>	Bahiagrass	SOD				
	SOD-1	114,762 sf	<i>Stenotaphrum secundatum</i> 'Florim'	Florim St. Augustine Sod	SOD				

BANYAN BAY INDUSTRIAL BUSINESS PARK LANDSCAPE REQUIREMENTS		
JURISDICTION:	CITY OF DANIA BEACH, FLORIDA	
LAND USE DESIGNATION:	INDUSTRIAL	
ZONING DISTRICT:	IROM - AA	
NET SITE AREA:	456,962 SF	100%
SEC. 275-60: NATIVE PLANT MATERIAL	REQUIRED	PROVIDED
MINIMUM 50% OF ALL VEGETATION (EXCLUDING TURFGRASS & GROUNDCOVER)		
TREE & PALM TOTAL = 253	127 MIN. NATIVE	218 
SHRUB TOTAL = 2,397	1,199 MIN. NATIVE	1,935
SEC. 275-90: PERIMETER BUFFER FOR VUA	REQUIRED	PROVIDED
EAST PERIMETER (561 LF)		
5' LANDSCAPE AREA	YES	YES
1 TREE PER 40 LF	14 TREES	24 TREES*
CONTINUOUS HEDGE - MIN. 3'	YES	YES
		*INCL. 10 MITIGATION TREES
NORTH PERIMETER (660 LF)		
5' LANDSCAPE AREA	YES	YES
1 TREE PER 40 LF	17 TREES	26 TREES*
CONTINUOUS HEDGE - MIN. 3'	YES	YES
		*INCL. 1 REL. TREE & 8 MITIGATION TREES
WEST PERIMETER - SEE SEC. 275-110 BELOW		
SOUTH PERIMETER (126 LF)		
5' LANDSCAPE AREA	YES	YES
1 TREE PER 40 LF	4 TREES	4 TREES*
CONTINUOUS HEDGE - MIN. 3'	YES	YES
		*INCL. 1 EXISTING OAK
SEC. 275-100: INTERIOR LANDSCAPE FOR VUA	REQUIRED	PROVIDED
(B) MIN. 20% OF VUA TO BE LANDSCAPE		
VUA = 69,944 SF	13,989 SF	14,307 SF
(C) INTERMEDIATE ISLANDS - 8' WIDE		
1-CAT. 1 OR 2-CAT. 2 TREES PER ISLAND (11 INTERMEDIATE ISLANDS)	11 CAT. 1 TREES, 22 CAT. 2 TREES	11 CAT. 1 TREES
(D) TERMINAL ISLANDS - 10' WIDE		
1- CAT. 1 OR 2 CAT. 2 TREES PER ISLAND (12 TERMINAL ISLANDS)	12 CAT. 1 TREES OR 24 CAT. 2 TREES	7 CAT. 1 & 10 CAT. 2 TREES
(E) VUA LANDSCAPE ABUTTING BUILDINGS		
5' LANDSCAPE WIDTH	YES	YES
(F) OTHER VUA LANDSCAPE AREA		
1 TREE PER 200 SF (NOT INCLUDING ISLANDS)		
REMAINING VUA LANDSCAPE = 14,307 SF	72 TREES	72 TREES
SEC. 275-110 PERIMETER BUFFER FOR AREAS SEPARATING INDUSTRIAL FROM RESIDENTIAL PROPERTY		
(D) WEST PERIMETER (657 LF)		
10' LANDSCAPE AREA	YES	YES
8' MASONRY WALL 5' FROM RESIDENTIAL LOT LINE	YES	YES
1 TREE EVERY 40 LF OF RESIDENTIALLY ZONED PROPERTY BETWEEN WALL AND PROPERTY LINE	17 TREES	24 TREES*
		*INCLUDES 7 MITIGATION TREES
SHRUBS EVERY 3 LF OF RESIDENTIALLY ZONED PROPERTY BETWEEN WALL AND PROPERTY LINE	219 SHRUBS	228 SHRUBS
1 TREE EVERY 40 LF FROM WALL AND INDUSTRIAL PROPERTY	17 TREES	17 TREES
SEC. 275-120: PERIMETER BUFFER FOR INDUSTRIAL	REQUIRED	PROVIDED
NORTH PERIMETER (100 LF)		
10' LANDSCAPE STRIP	YES	YES
1 TREE PER 40 LF	3 TREES	3 TREES
CONTINUOUS HEDGE	YES	YES
SOUTH PERIMETER (156 LF + 255 LF + 182 LF = 593 LF)		
10' LANDSCAPE STRIP	YES	YES
1 TREE PER 40 LF	15 TREES	25 TREES*
CONTINUOUS HEDGE	YES	YES
		*INCL. 1 MITIGATION TREE
SEC. 275-140: NON-VEHICULAR OPEN SPACE	REQUIRED	PROVIDED
1 TREE AND 10 SHRUBS PER 2,000 SF OF REMAINING PAVEMENT AND GREEN AREAS		
NON-VEHIC. OPEN SPACE = 57,344 SF	29 TREES 290 SHRUBS	30 TREES* 280 SHRUBS
		*INCL. 1 MITIGATION TREE
SEC. 275-190: PLANTING REQUIREMENTS	REQUIRED	PROVIDED
TOTAL TREES REQUIRED = 211		253 TOTAL*
SHADE/ CANOPY TREES (OF PROVIDED): MIN. 40%	MIN. 101 TREES	133-INCLUDES 16 EXISTING & RELOCATED TREES, & 38 MITIGATION TREES
INTERMEDIATE TREES (OF PROVIDED): MAX. 30%	MAX. 75 TREES	70
SMALL TREES (OF PROVIDED): MAX. 10%	MAX. 25 TREES	21
PALM TREES (OF PROVIDED): MAX. 20%	MAX. 50 TREES (150 PALMS)	29 (88 PALMS)**

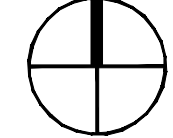
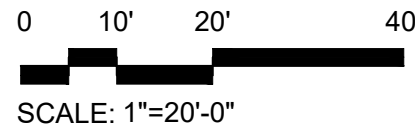
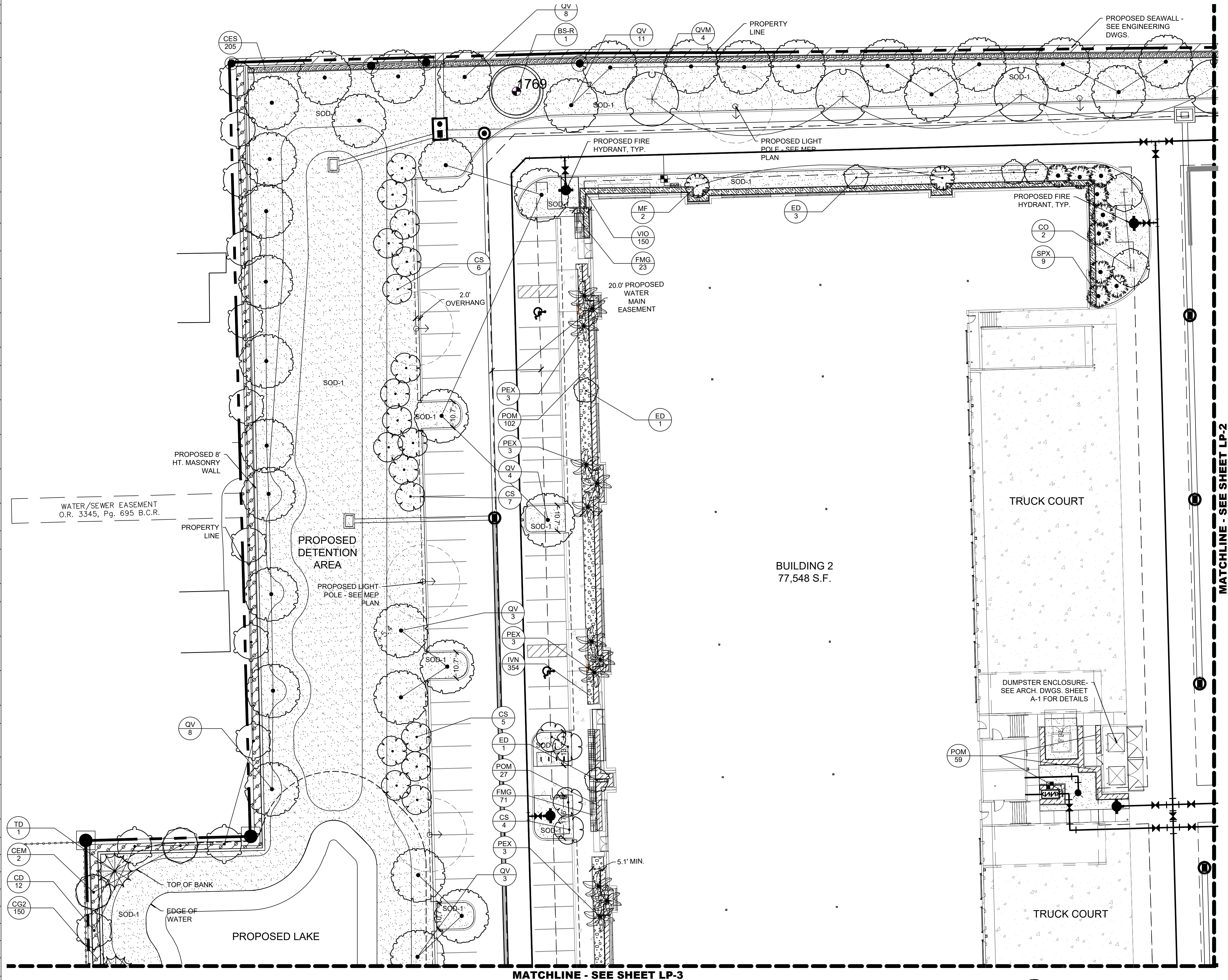
*NOTE: *INDICATES ADDITIONAL TREES AS MITIGATION TREES AND/OR RELOCATED / EXISTING TREES, SEE NOTE
**ADD NOTE: FOR REQUIREMENT PURPOSES, ALL PALMS ARE COUNTED AT 3 PALMS = 1 TREE AS PER CODE.

SHEET	14	OF	20	PROJECT NO. 06-0036-006-01	Erik W. Schofield Florida P.L.A. No. 6667682	BANYAN BAY INDUSTRIAL BUSINESS PARK 4491 ANGLERS AVE DANIA BEACH, FL 33312	PREPARED FOR: CONSTELLATION REAL ESTATE PARTNERS	OVERALL LANDSCAPE PLAN	 Craven • Thompson and Associates, Inc. ENGINEERS • PLANNERS • SURVEYORS 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 TEL.: (954) 739-6400 FAX: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C000014	DATE: 12/5/2024 SCALE: AS NOTED DESIGN BY: EWS DRAWN BY: EWS CHECKED BY: EWS APPROVED BY: SWP	DATE: 01/24/2025 BY:	1 CITY COMMISSION SUBMITTAL DESCRIPTION

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PLANT SCHEDULE BANYAN BAY

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
TREES			
	BS	Bursera Simaruba	Gumbo Limbo
	CO	Chrysophyllum oliviforme	Satinleaf
	CR	Clusia rosea	Pitch Apple
	CD	Cocoloba diversifolia	Pigeon Plum
	CE	Conocarpus erectus	Buttonwood
	CS	Conocarpus erectus sericeus	Silver Button Wood
	ED	Elaeocarpus decipiens	Japanese Blueberry Tree
	MF	Myrcianthes fragrans	Simpson's Stopper
	QV	Quercus virginiana	Southern Live Oak
	TD	Taxodium distichum 'Cascade Falls'	Weeping Bald Cypress
EXISTING			
	BS-R	Bursera simaruba	Gumbo Limbo
	FAR	Ficus aurea	Strangler Fig
	QV-E	Quercus virginiana	Southern Live Oak
	QV-R	Quercus virginiana	Southern Live Oak
	SPE	Sabal palmetto	Cabbage Palmetto
FLOWERING TREES			
	BA	Bulnesia arborea	Verawood
MITIGATION TREES			
	BSM	Bursera simaruba	Gumbo Limbo
	CEM	Conocarpus erectus	Green Buttonwood
	QVM	Quercus virginiana	Southern Live Oak
PALM TREES			
	PEX	Ptychosperma schefferi	Scheffer's Palm
	SPX	Sabal palmetto	Cabbage Palm
	VMT	Veitchia montgomeryana	Montgomery Palm
SHRUB AREAS			
	CHI	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum
	CG2	Clusia guttifera	Small-Leaf Clusia
	CES	Conocarpus erectus 'Sericeus'	Silver Buttonwood
	FMG	Ficus microcarpa 'Green Island'	Green Island Ficus
	IVN	Ilex vomitoria 'Nana'	Dwarf Yaupon
	POM	Podocarpus macrophyllus maki	Shrubby Yew
	VIO	Viburnum obovatum	Walter's Viburnum
SOD/SEED			
	SOD-2	Paspalum notatum	Bahiagrass
	SOD-1	Stenotaphrum secundatum 'Floritam'	Floritam St. Augustine Sod



12/5/2024

DATE:

AS NOTED

SCALE:

DESIGN BY:

EWS

DRAWN BY:

EWS

CHECKED BY:

EWS

APPROVED BY:

SWP

1

01/24/2025

CITY COMMISSION SUBMITTAL

DATE:

BY:

DESCRIPTION:

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FAX: (954) 739-6409 TEL.: (954) 739-6400

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BANYAN BAY INDUSTRIAL BUSINESS PARK

4491 ANGLERS AVE.

DANIA BEACH, FL 33312

PREPARED FOR:

CONSTELLATION REAL ESTATE PARTNERS

LANDSCAPE PLAN

Erik W. Schoffeld

Florida P.L.A. No. 6667682

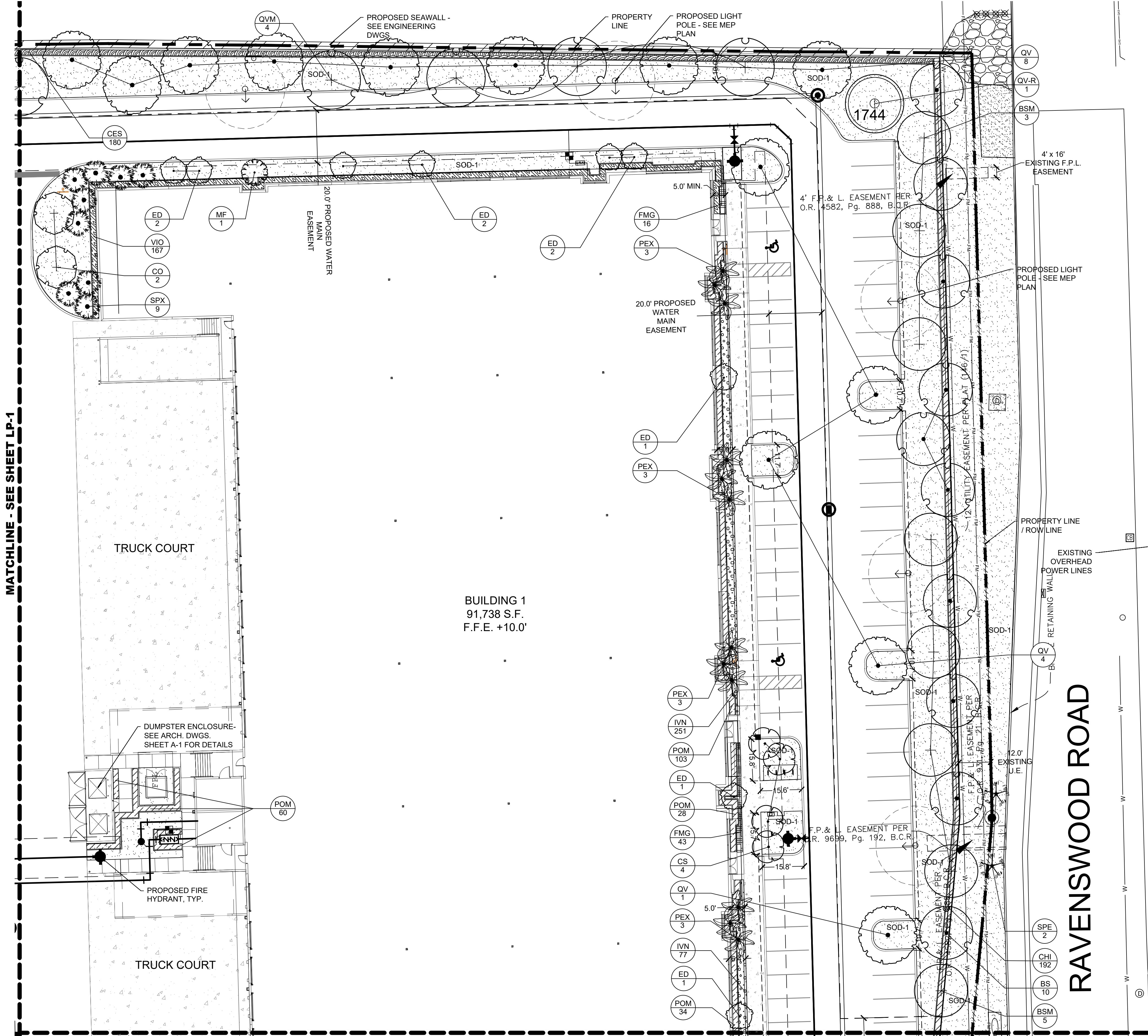
PROJECT NO.

06-0036-006-01

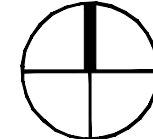
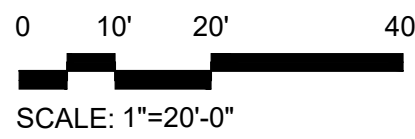
LP-1

SHEET 15 OF 20

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RAVENSWOOD ROAD



PLANT SCHEDULE BANYAN BAY

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
TREES			
	BS	Bursera Simaruba	Gumbo Limbo
	CO	Chrysophyllum oliviforme	Satinleaf
	CR	Clusia rosea	Pitch Apple
	CD	Coccothraustes diversifolia	Pigeon Plum
	CE	Conocarpus erectus	Buttonwood
	CS	Conocarpus erectus sericeus	Silver Button Wood
	ED	Elaeocarpus decipiens	Japanese Blueberry Tree
	MF	Myrcianthes fragrans	Simpson's Stopper
	QV	Quercus virginiana	Southern Live Oak
	TD	Taxodium distichum 'Cascade Falls'	Weeping Bald Cypress
EXISTING			
	BS-R	Bursera simaruba	Gumbo Limbo
	FAR	Ficus aurea	Strangler Fig
	QV-E	Quercus virginiana	Southern Live Oak
	QV-R	Quercus virginiana	Southern Live Oak
	SPE	Sabal palmetto	Cabbage Palmetto
FLOWERING TREES			
	BA	Bulnesia arborea	Verawood
MITIGATION TREES			
	BSM	Bursera simaruba	Gumbo Limbo
	CEM	Conocarpus erectus	Green Buttonwood
	QVM	Quercus virginiana	Southern Live Oak
PALM TREES			
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	SPX	Sabal palmetto	Cabbage Palm
	VMT	Veitchia montgomeryana	Montgomery Palm
SHRUB AREAS			
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	CG2	Clusia guttifera	Small-Leaf Clusia
	CES	Conocarpus erectus 'Sericeus'	Silver Buttonwood
	FMG	Ficus microcarpa 'Green Island'	Green Island Ficus
	IVN	Ilex vomitoria 'Nana'	Dwarf Yaupon
	POM	Podocarpus macrophyllus maki	Shrubby Yew
	VIO	Viburnum obovatum	Walter's Viburnum
SOD/SEED			
	SOD-2	Paspalum notatum	Bahiagrass
	SOD-1	Stenotaphrum secundatum 'Floritam'	Floritam St. Augustine Sod

12/5/2024

DATE:

12/5/2024

AS NOTED

SCALE:

1"=20'-0"

EWS

DESIGN BY:

CR

EWS

DRAWN BY:

CR

EWS

CHECKED BY:

CR

SWP

APPROVED BY:

CR

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BANYAN BAY INDUSTRIAL BUSINESS PARK

4491 ANGLERS AVE.

DANIA BEACH, FL 33312

PREPARED FOR:

CONSTELLATION REAL ESTATE PARTNERS

LANDSCAPE PLAN

Erik W. Schofield

Florida P.L.A. No. 6667682

PROJECT NO.

06-0036-006-01

LP-2

SHEET 16 OF 20

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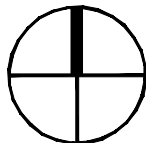
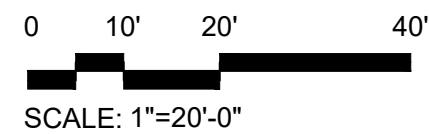
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			APPROVED BY:	SMP	
1	CITY COMMISSION SUBMITTAL DESCRIPTION:	BY:	01/24/2025 DATE:		

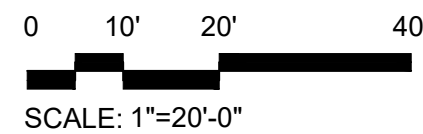
Erik W. Schofield
Florida P.L.A. No. 6667682

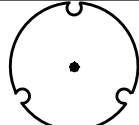
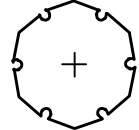
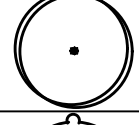
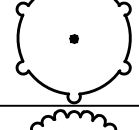
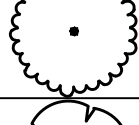
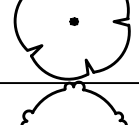
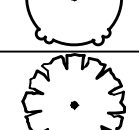
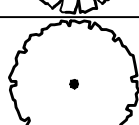
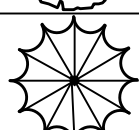
PROJECT NO.
06-0036-006-01

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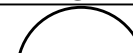
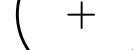


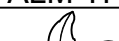
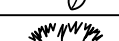


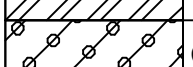
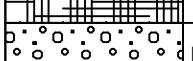
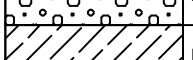
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
TREES			
	BS	Bursera Simaruba	Gumbo Limbo
	CO	Chrysophyllum oliviforme	Satinleaf
	CR	Clusia rosea	Pitch Apple
	CD	Coccoloba diversifolia	Pigeon Plum
	CE	Conocarpus erectus	Buttonwood
	CS	Conocarpus erectus sericeus	Silver Button Wood
	ED	Elaeocarpus decipiens	Japanese Blueberry Tree
	MF	Myrcianthes fragrans	Simpson's Stopper
	QV	Quercus virginiana	Southern Live Oak
	TD	Taxodium distichum 'Cascade Falls'	Weeping Bald Cypress

EXISTING			
	BS-R	Bursera simaruba	Gumbo Limbo
	FAR	Ficus aurea	Strangler Fig
	QV-E	Quercus virginiana	Southern Live Oak
	QV-R	Quercus virginiana	Southern Live Oak
	SPE	Sabal palmetto	Cabbage Palmetto

FLOWERING TREES			
	BA	Bulnesia arborea	Verawood

MITIGATION TREES			
	BSM	Bursera simaruba	Gumbo Limbo
	CEM	Conocarpus erectus	Green Buttonwood
	QVM	Quercus virginiana	Southern Live Oak

PALM TREES			
	PEX	<i>Ptychosperma schefferi</i>	Scheffer's Palm
	SPX	<i>Sabal palmetto</i>	Cabbage Palm
	VMT	<i>Veitchia montgomeryana</i>	Montgomery Palm

SHRUB AREAS			
	CHI	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum
	CG2	Clusia guttifera	Small-Leaf Clusia
	CES	Conocarpus erectus 'Sericeus'	Silver Buttonwood
	FMG	Ficus microcarpa 'Green Island'	Green Island Ficus
	VN	Ilex vomitoria 'Nana'	Dwarf Yaupon
	POM	Podocarpus macrophyllum maki	Shrubby Yew
	VIO	Viburnum obovatum	Walter's Viburnum

SOD/SEED			
	SOD-2	Paspalum notatum	Bahiagrass
	SOD-1	Stenotaphrum secundatum 'Floritam'	Floritam St. Augustine Sod

1	CITY COMMISSION SUBMITTAL DESCRIPTION	DATE: 01/24/2025	12/5/2024
		SCALE: AS NOTED	AS NOTED
		DESIGN BY: EWS	EWS
		DRAWN BY: EWS	EWS
		CHECKED BY: EWS	EWS
		APPROVED BY: SWP	SWP

T&A

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

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FLORIDA LICENSED ARCHITECTURE, INTERIOR DESIGN BUSINESS NO. 003814

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BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
LANDSCAPE PLAN

Erik W. Schofield
Florida P.L.A. No. 6667682

PROJECT NO.
06-0036-006-01

LP-4
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GENERAL NOTES

1. A PRE-CONSTRUCTION MEETING WITH THE CITY OF DANIA BEACH IS REQUIRED PRIOR TO LANDSCAPING ACTIVITIES INCLUDING REMOVAL OF TREES AND/OR INSTALLATION OF PLANT MATERIAL. CALL A MINIMUM OF 5 DAYS PRIOR TO DESIRED START DATE TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. ALL EXISTING TREES PROPOSED TO REMAIN ARE TO BE SEPARATED FROM THE LIMITS OF DISTURBANCE OF THE CONSTRUCTION AREA BY TREE PROTECTION FENCING AND SIGNAGE. THE TREE PROTECTION FENCING SHALL BE LOCATED AT THE EDGE OF THE TREE PROTECTION ZONE AS DEPICTED ON THE PLAN OR AT THE EDGE OF THE DRIPLINE(S) IF A TREE PROTECTION ZONE IS NOT DESIGNATED. NO MATERIAL STORAGE OR CONSTRUCTION ACCESS IS PERMITTED WITHIN THE TREE PROTECTION ZONE.
3. ALL EXISTING TREES SHALL BE PRUNED TO ANSI A-300 STANDARDS TO CORRECT POTENTIAL HAZARDS.
4. A TREE REMOVAL PERMIT IS REQUIRED PRIOR TO REMOVAL OR RELOCATION OF ANY TREE OR PALM. CONTACT THE CITY OF DANIA BEACH TO OBTAIN PERMIT INFORMATION. ALL TREE WORK IS TO BE DONE BY A REGISTERED BROWARD COUNTY TREE TRIMMER.
5. CONTRACTOR SHALL NOTIFY SUNSHINE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770 A MINIMUM OF 2 FULL BUSINESS DAYS PRIOR TO DIGGING. CONTRACTOR IS RESPONSIBLE FOR AVOIDING DAMAGE TO UTILITIES FROM PLANT INSTALLATION.
7. ALL PLANTING MUST FOLLOW PLANTING SPECIFICATIONS AND DETAILS SHOWN ON THE PLAN.
8. ALL PLANT MATERIAL PLANTED PER THIS LANDSCAPE PLAN SHALL BE FLORIDA GRADE #1 OR BETTER, AS SPECIFIED IN THE CURRENT EDITION OF THE FLORIDA DEPARTMENT OF AGRICULTURE'S GRADES AND STANDARDS FOR NURSERY PLANTS. DAMAGED PLANT MATERIAL SHALL BE REJECTED AND REPLACED PRIOR TO INSTALLATION.
9. ALL SIZES SHOWN FOR PLANT MATERIAL ARE TO BE CONSIDERED MINIMUMS.
10. ALL TREE STAKING AND SUPPORT SHALL BE REMOVED ONE YEAR AFTER INSTALLATION.
11. NO FERTILIZER SHALL BE APPLIED TO NEWLY PLANTED TREES AND PALMS.
12. ALL LANDSCAPE MATERIAL SHALL BE THOROUGHLY WATERED AT THE TIME OF PLANTING. NO DRY PLANTING PERMITTED.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY WATERING FOR A MINIMUM DURATION OF 90 DAYS.
14. ALL WIRE GUYS AND/OR FABRIC STRAPS SHALL BE FLAGGED WITH FLORESCENT COLORED TAPE.
15. MULCHING:
 - A. ALL LANDSCAPE AREAS NOT COVERED BY SOD SHALL BE COVERED BY A 3-INCH LAYER OF MULCH.
 - B. A MULCH RING WITH A MINIMUM RADIUS OF 24 INCHES (48 INCH DIAMETER) REQUIRED AROUND ALL NEWLY INSTALLED TREES AND PALMS.
 - C. CYPRESS MULCH SHALL NOT BE USED.
 - D. NO MULCH SHALL BE PLACED TOUCHING OR WITHIN SIX INCHES OF THE TRUNK OF TREE OR PALM.
16. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL PLANT COUNTS AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
17. BEFORE CONSTRUCTION BEGINS THE CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL AVOID DAMAGE TO ALL UTILITIES DURING CONSTRUCTION. IF SUCH DAMAGE OCCURS THE CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY REPAIRS AND THEY SHOULD BE MADE IMMEDIATELY AT THE CONTRACTORS EXPENSE WITH SUPERVISION OF THE ENGINEER.
18. ALL WORK MUST COMPLY WITH THE FLORIDA STATE STATUTE 553.81- "PROTECTION OF UNDERGROUND PIPELINES."
19. THE CONTRACTOR MUST COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS.
20. THE LOCATION OF ALL THE UTILITIES SHOWN ON THE PLAN IS APPROXIMATE. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR ON SITE. ALL PLANTING MAY BE ADJUSTED TO AVOID CONFLICTS WITH UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ANY ADJUSTMENTS GREATER THAN 10 FEET SHALL BE DONE ONLY WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT.
21. CAUTION SHOULD BE EXERCISED WHEN WORKING NEAR EXISTING PLANTING AND ANY FURNISHING THAT IS TO REMAIN ON SITE TO PREVENT ANY DAMAGE. ANY SIGNS, STRUCTURES, OR PLANTING SHALL BE REPLACED AT THE CONTRACTORS EXPENSE IF DAMAGED BEYOND USE. DAMAGED BEYOND USE WILL BE DETERMINED BY THE LANDSCAPE ARCHITECT.
22. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL WORK AREAS AT THE END OF EACH WORKING DAY. ANY DEBRIS SHALL BE COLLECTED AND DEPOSITED APPROPRIATELY OFF SITE DAILY. ALL MATERIALS, PRODUCTS, AND EQUIPMENT SHALL BE STORED IN AN ORGANIZED FASHION AS DIRECTED BY THE ENGINEER.

23. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS THAT ARE REQUIRED BY THE COUNTY FOR TREE REMOVAL, RELOCATION, TREE PROTECTION OR INSTALLATION BEFORE BEGINNING WORK.
24. ALL EXISTING TREES TO REMAIN SHALL BE PROTECTED BY INSTALLING PROTECTIVE BARRIERS AROUND THE DRIP LINE OF TREES. THESE PROTECTIVE BARRIERS SHALL BE SET EASILY BY OPERATORS OF TRUCKS AND OTHER EQUIPMENT. THEY SHALL BE CONSTRUCTED OF STURDY MATERIALS (NOT FLAGGING OR RIBBON) AND SHALL BE INSTALLED PRIOR TO AND DURING CONSTRUCTION.
25. DO NOT STORE OR USE ANY MATERIALS OR EQUIPMENT WITHIN THE DRIP LINE OF ANY TREE THAT IS TO BE RELOCATED OR PROTECTED IN PLACE UNLESS THE ACTIVITY IS BEING DONE TO PROTECT THE TREES.
26. DO NOT DISCHARGE OR CONTAMINATE THE SOIL WITHIN THE DRIP LINE OF ANY OF THE TREES TO BE RELOCATED OR PROTECTED IN PLACE. THIS INCLUDES SUBSTANCES SUCH AS PAINT, OIL, SOLVENTS, PETROLEUM PRODUCTS, ASPHALT, CONCRETE, MORTAR, OR ANY OTHER MATERIAL THAT MAY CAUSE DAMAGE TO THE TREE'S ROOT SYSTEM.
27. CLEARING OF VEGETATION WITHIN THE DRIP LINE OF THE TREES DESIGNATED TO BE PROTECTED IN PLACE OR RELOCATED SHALL BE PERFORMED CAUTIOUSLY WITH HAND TOOLS TO MINIMIZE ANY DAMAGE TO THE TREE'S ROOT SYSTEM.
28. DO NOT ATTACH ANYTHING TO TREES THAT ARE TO REMAIN ON THE SITE UNLESS IT IS SOMETHING THAT WILL PROTECT AND NOT DAMAGE THE TREE.
29. KEEP A NATURAL GRADE ABOVE THE DRIP LINE ON ANY TREE THAT IS TO BE PROTECTED IN PLACE. ANY PRESERVED TREES DISTURBED DURING CONSTRUCTION MUST BE RETURNED TO ITS ORIGINAL GRADE AFTER CONSTRUCTION.
30. ALL LANDSCAPE AND PLANTING SHALL COMPLY WITH BROWARD COUNTY LAND USE POLICY 9.03.03 AND WITH CHAPTER 628-55 OF THE FLORIDA ADMINISTRATIVE CODE.

LANDSCAPE NOTES

1. ALL PLANT MATERIAL FURNISHED BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED SHALL BE FLORIDA NO. 1 GRADE OR BETTER, AND SHALL BE INSTALLED AS SPECIFIED IN "GRADES AND STANDARDS FOR NURSERY PLANTS," PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANT MATERIAL MUST BE HEALTHY, VIGOROUS MATERIALS, FREE OF PESTS AND DISEASES.
2. ALL SIZES SHOWN FOR PLANT MATERIAL ON THE PLAN ARE TO BE CONSIDERED AS MINIMUMS. ALL PLANT MATERIAL MUST MEET OR EXCEED THESE MINIMUM REQUIREMENTS FOR BOTH HEIGHT AND SPREAD, ANY OTHER REQUIREMENTS FOR SPECIFIC SHAPE OR EFFECT AS NOTED ON THE PLAN OR SPECIFICATIONS WILL ALSO BE REQUIRED FOR ACCEPTANCE. ANY SUBSTITUTIONS MUST BE APPROVED BY THE LANDSCAPE ARCHITECT BEFORE PLANTING.
3. THE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTING MEETING SPECIFICATIONS AS NOTED BEFORE INSTALLATION. CONTRACTOR SHALL IMMEDIATELY REMOVE ALL PLANTING THAT DOES NOT MEET SPECIFICATIONS AND BE HELD RESPONSIBLE TO REPLACE IT WITH APPROPRIATE PLANTING.
4. IN THE EVENT OF A VARIATION BETWEEN THE PLANT LISTS AND THE ACTUAL QUANTITY OF PLANTS SHOWN, THE PLANS HOLD TRUE.
5. ALL ROOT BALLS SHALL CONFORM TO THE SIZE STANDARDS SET FORTH
6. CONTRACTOR TO SUBMIT TO THE ENGINEER THE GROWERS AND/OR SITE INSPECTION CERTIFICATE FOR PLANT MATERIALS TWO (2) WEEKS PRIOR TO COMMENCEMENT OF WORK.
7. ALL PLANT MATERIALS MUST BE PROTECTED DURING TRANSPORT AND DELIVERY TO THE JOB SITE WITH SHADE CLOTH OR OTHER ACCEPTABLE MEANS OF WINDBURN PREVENTION.
8. CONTRACTORS SHALL FIELD VERIFY ALL INFORMATION, PLANT QUANTITIES, AND SQUARE FOOTAGES PRIOR TO INITIATING PLANTING INSTALLATION. ALL EXISTING PLANTING SHALL REMAIN INTACT AND UNDISTURBED UNLESS OTHERWISE NOTED ON THE PLANS.
9. CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL PLANT MATERIAL PRIOR TO INSTALLATION FOR THE REVIEW AND APPROVAL OF THE ENGINEER.
10. ALL TREES MUST BE FLORIDA #1, STRAIGHT TRUNKED, FULL HEADED, AND MEET ALL REQUIREMENTS SPECIFIED.
11. CONTRACTOR TO GUARANTEE PLANT MATERIAL FOR A FULL YEAR ESTABLISHMENT PERIOD FOLLOWING DATE OF ACCEPTANCE.
12. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK OF NOTICE.
13. CONTRACTOR TO REQUEST INSPECTION OF PROJECT IN WRITING. IF ALL WORK IS SATISFACTORY AND COMPLETE IN ACCORDANCE WITH CONDITIONS OF CONTRACT DOCUMENTS, THEN THE COUNTY AND ENGINEER SHALL DECLARE SUBSTANTIALLY COMPLETE. SUBSTANTIAL COMPLETION CONSTITUTES THE BEGINNING OF THE GUARANTEE PERIOD.
14. INSTALLATION: ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND QUALITY OF WORK AND ACCORDING TO GOOD PLANTING PROCEDURES WITH THE QUALITY OF PLANT MATERIALS AS HEREINAFTER DESCRIBED. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS.
15. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL TREES AND LANDSCAPE UNTIL FINAL ACCEPTANCE BY THE OWNER. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF PLANTS IF DEAD OR DYING PRIOR TO FINAL ACCEPTANCE.
16. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY BEFORE PLANTING.
17. BALLED AND BURLAPPED PLANTING SHALL HAVE THE TOP ONE HALF (½) OF THE BURLAP AROUND THE BASE OF THE TRUNK CUT AND PULLED BACK. DO NOT REMOVE THE BURLAP BUT WIRE CAGES, STRAPS, ETC. MUST BE CUT AND REMOVED COMPLETELY BEFORE INSTALLATION.

SOIL, FERTILIZER, + MULCH NOTES

1. ENSURE THAT ALL PLANTING SOIL IS FERTILE, FRIABLE, NATURAL LOAM SURFACE SOIL, REASONABLY FREE OF STONES, CLAY LUMPS, WEEDS AND OTHER LITTER, AND FREE OF ROOTS, STUMPS, AND SUBS LARGER THAN ONE INCH IN ANY DIMENSION, AND OTHER EXTRANEEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. SHOULD ANY SOIL AMENDMENT BE NECESSARY, THE CONTRACTOR SHALL BRING THIS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT.
2. APPLY APPROVED HERBICIDE- ACCORDING TO MANUFACTURERS RATE AND SPECS WITHIN LIMITS OF ALL AREAS TO BE PLANTED, PROTECT EXISTING PLANTS TO REMAIN FROM OVERSPRAY OR SPRAY WITHIN ROOT ZONE. CONTRACTOR TO ENSURE TOTAL WEED ERADICATION.
3. SCARIFY SUBSOIL TO A DEPTH OF 3 INCHES.
4. PLANTING MIX FOR TREES, SHRUBS, AND GROUNDCOVERS SHALL CONSIST OF A THOROUGHLY BLENDED MIXTURE OF:
 - A. 50% SAND
 - B. 50% TOPSOIL
5. PLANTING MIX FOR BACKFILL AROUND ROOT BALLS OF PALMS SHALL CONSIST OF A THOROUGHLY BLENDED MIXTURE OF:
 - A. 90% NATIVE SAND
 - B. 10% TOPSOIL
6. FERTILIZE ALL TREES, SHRUBS AND GROUNDCOVER WITH PLANTING TABLETS 20-20-5 FORMULA, 21 GRAM WITH A MINIMUM OF 25% ORGANIC WITH TRACE ELEMENTS.
7. ALL SHRUB BEDS SHALL BE EXCAVATED TO A MINIMUM DEPTH OF 24" AND BACK FILLED WITH THE SPECIFIED MIXTURE.
8. SMOOTH ALL PREPARED TOPSOIL TO 3" EXCEPT WITHIN DRIP LINES OF EXISTING TREES AND 4" BELOW TOP OF SURROUNDING PAVING EDGES. REMOVE ALL ROCKS AND OTHER OBJECTS OVER 1" IN DIAMETER.
9. FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ASSURING POSITIVE DRAINAGE AWAY FROM THE STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER.
10. TOPSOIL SHALL NOT BE EXTREMELY ACIDIC OR ALKALINE, NOR CONTAIN ANY TOXIC SUBSTANCE WHICH MAY BE HARMFUL TO PLANT GROWTH. THE PH SHALL BE IN THE RANGE OF 6.5-7.0.
11. CONTRACTOR SHALL MULCH ALL PLANTING MATERIAL THROUGHOUT AND COMPLETELY TO A 3 INCH DEPTH WITH CLEAN, WEED FREE FLORAMULCH THAT CONTAINS NO ARSENIC.
12. MINIMUM OF 2" TOPSOIL MUST BE ADDED UNDER ALL SODDED AREAS.

IRRIGATION NOTES

1. XERISCAPE PRINCIPLES HAVE BEEN APPLIED TO THIS LANDSCAPE PLAN AS SPECIFIED IN SFWMD'S XERISCAPE PLANT GUIDE II AND SHALL BE APPLIED ALL THROUGHOUT LANDSCAPE INSTALLATION AND MAINTENANCE.
2. CONTRACTOR IS TO PROVIDE A PERMANENT UNDERGROUND, RUST FREE, AUTOMATIC IRRIGATION SYSTEM WITH A SOIL MOISTURE SENSOR THAT PROVIDES 100% OVERLAP FOR THE PROPOSED WORK. THIS INCLUDES, BUT IS NOT LIMITED TO, CONTROLLERS, SPRINKLER HEADS, PIPE, QUICK COUPLERS, BACKFLOW PREVENTERS, CONTROL WIRE AND CONDUITS.
3. THE PERMANENT IRRIGATION SYSTEM SHALL BE CONFIGURED TO ACCOMMODATE EXISTING TREES AND PALMS.
4. ALL LANDSCAPED AREAS MUST BE IRRIGATED IN ACCORDANCE WITH ALL LOCAL/ COUNTY REQUIREMENTS.
5. REMOVE EXISTING IRRIGATION EQUIPMENT WHICH INTERFERES WITH ANY CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, CONTROLLERS, SPRINKLER HEADS, PIPE, QUICK COUPLERS, BACKFLOW PREVENTERS, CONTROL WIRE AND CONDUITS. ADDITIONALLY THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE EXISTING SYSTEM THROUGHOUT THE CONSTRUCTION PROCESS.
6. LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION WORK. INSPECT IRRIGATION SYSTEM AND INSURE THAT ADEQUATE WATER IS AVAILABLE BEFORE BEGINNING PLANTING OPERATIONS. IRRIGATION SYSTEMS WILL NOT PROVIDE SUFFICIENT QUANTITIES OF WATER FOR NEWLY PLANTED MATERIALS. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DEEP ROOT HAND WATERING.
7. THE CONTRACTOR SHALL MAINTAIN TEMPORARY IRRIGATION OR PROVIDE HAND WATERING FOR ALL RELOCATED TREES AND PALMS FROM NOTICE TO PROCEED UNTIL PERMANENT IRRIGATION SYSTEM IS OPERABLE.

HAND WATERING NOTES ARE AS FOLLOWS:

1. APPLICATION/ SCHEDULED WATER NEW AND RELOCATED TREES AND PALMS EVERY DAY FOR THE FIRST TWO WEEKS, THREE TIMES A WEEK FOR THE SECOND TWO WEEKS, AND THEN TWICE A WEEK FOR THE NEXT EIGHT WEEKS FOR A TOTAL OF A 90 DAY WATERING PERIOD. NO FURTHER HAND WATERING WILL BE REQUIRED IN ADDITION TO THE UNDERGROUND IRRIGATION SYSTEM.
2. EARTH BERM 6" HIGH OUTSIDE THE PROPOSED ROOT BALL PRIOR TO WATERING. APPLY A MINIMUM OF 4" OF WATER WITHIN THE SAUCER, OR 1-3 GALLONS PER INCH OF TRUNK DIAMETER, WHICH EVER IS MORE AT EACH WATERING. WATER APPLICATION SHOULD SATURATE THE ROOT BALL TO ITS ENTIRE DEPTH. DO NOT WATER IF ROOT BALL IS ALREADY SATURATED.

CITY OF DANIA BEACH LANDSCAPE NOTES

1. A PRE-CONSTRUCTION MEETING WITH THE DANIA BEACH CITY ARBORIST IS REQUIRED PRIOR TO LANDSCAPING ACTIVITIES INCLUDING REMOVAL OF TREES AND/OR INSTALLATION OF PLANT MATERIAL. CALL 954-924-0423 A MINIMUM OF 5 DAYS PRIOR TO DESIRED START DATE TO SCHEDULE PRE-CONSTRUCTION MEETING.
2. ALL EXISTING TREES PROPOSED TO REMAIN ARE TO BE SEPARATED FROM THE LIMITS OF DISTURBANCE OF THE CONSTRUCTION AREA BY TREE PROTECTION FENCING AND SIGNAGE. THE TREE PROTECTION FENCING SHALL BE LOCATED AT THE EDGE OF THE TREE PROTECTION ZONE AS DEPICTED ON THE PLAN OR AT THE EDGE OF THE DRIP-LINE(S) IF A TREE PROTECTION ZONE IS NOT DESIGNATED. NO MATERIAL STORAGE OR CONSTRUCTION ACCESS IS PERMITTED WITHIN THE TREE PROTECTION ZONE.
3. ALL EXISTING TREES SHALL BE PRUNED TO ANSI A-300 STANDARDS TO CORRECT POTENTIAL HAZARDS.
4. A TREE REMOVAL PERMIT IS REQUIRED PRIOR TO REMOVAL OR RELOCATION OF ANY TREE OR PALM. CONTACT THE DANIA BEACH CITY ARBORIST AT 954-924-6805 TO OBTAIN PERMIT INFORMATION.
5. LANDSCAPE CONTRACTOR SHALL NOTIFY SUNSHINE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770 A MINIMUM OF 2 FULL BUSINESS DAYS PRIOR TO DIGGING. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AVOIDING DAMAGE TO UTILITIES FROM PLANT INSTALLATION.
6. TREE RELOCATIONS:
- a. EXISTING TREES TO BE RELOCATED SHALL BE ROOT PRUNED A MINIMUM OF 120 DAYS PRIOR TO RELOCATION
- b. MINIMUM ROOT BALL SIZES SHALL BE IN ACCORDANCE WITH ANSI STANDARDS AS FOLLOWS:
- | CALIPER | MINIMUM ROOT BALL DIAMETER |
|---------|--------------------------------------|
| 1 | 16 |
| 2 | 24 |
| 3 | 32 |
| 4 | 42 |
| 5 | 54 |
| 6 | 60 |
| 7 | 70 |
| 8 | 80 |
| > 8 | 12 INCHES PER INCH OF TRUNK DIAMETER |
- TRANSPLANTED TREES WITH UNDERSIZED ROOT BALLS MAY BE REJECTED BY THE CITY ARBORIST AND REPLACEMENT TREES MAY BE REQUIRED.
- c. A TEMPORARY IRRIGATION SYSTEM SHALL BE PROVIDED DURING AND FOR THE FIRST 40 DAYS AFTER ROOT PRUNING.

4. ALL PLANTING MUST FOLLOW PLANTING SPECIFICATIONS AND DETAILS SHOWN ON THE PLAN.
8. SUBSTITUTIONS OF PLANT SPECIES OR SPECIFICATIONS MUST BE APPROVED IN WRITING BY THE DANIA BEACH CITY ARBORIST PRIOR TO USE.
9. ALL PLANT MATERIAL PLANTED PER THIS LANDSCAPE PLAN SHALL BE FLORIDA GRADE #1 OR BETTER, AS SPECIFIED IN THE CURRENT EDITION OF THE FLORIDA DEPARTMENT OF AGRICULTURE'S GRADES AND STANDARDS FOR NURSERY PLANTS. DAMAGED PLANT MATERIAL SHALL BE REJECTED AND REPLACED PRIOR TO INSTALLATION.
10. ALL SIZES SHOWN FOR PLANT MATERIAL ARE TO BE CONSIDERED MINIMUMS.
11. WHERE QUANTITIES AND/OR SPECIES DIFFER BETWEEN THE PLANTING PLANS AND PLANT LISTS, THE PLANS SHALL TAKE PRECEDENCE
12. ALL NEW PLANT MATERIAL SHALL BE WARRANTED BY THE LANDSCAPE CONTRACTOR FOR A MINIMUM PERIOD OF ONE YEAR. THE WARRANTEE PERIOD SHALL BEGIN AFTER ACCEPTANCE OF THE PLANTS BY THE CITY ARBORIST.
13. ALL PLANT BEDS TO BE TREATED WITH PRE-EMERGENT HERBICIDE PRIOR TO PLANTING.
14. ALL TREE AND PALM STAKING AND SUPPORT SHALL BE REMOVED ONE YEAR AFTER INSTALLATION.
15. NO FERTILIZER SHALL BE APPLIED TO NEWLY PLANTED TREES AND PALMS.
16. ALL LANDSCAPE MATERIAL SHALL BE THOROUGHLY WATERED AT THE TIME OF PLANTING, NO DRY PLANTING PERMITTED.
17. LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY WATER PROVISIONS UNTIL SUCH TIME AS THE IRRIGATION SYSTEM IS OPERATIONAL.
18. ALL WIRE GUYS AND/OR FABRIC STRAPS SHALL BE FLAGGED WITH FLORESCENT COLORED TAPE.
19. MULCHING:
 - a. ALL LANDSCAPE AREAS NOT COVERED BY SOD SHALL BE COVERED BY A MINIMUM 3- INCH LAYER OF MULCH.
 - b. A MULCH RING WITH A MINIMUM RADIUS OF 24 INCHES (48 INCH DIAMETER), IS REQUIRED AROUND ALL NEWLY INSTALLED TREES AND PALMS.
 - c. CYPRESS MULCH SHALL NOT BE USED.
20. ALL NEW LANDSCAPED AREAS SHALL BE EXCAVATED DOWN TO A DEPTH OF 24 INCHES BELOW FINAL GRADE AND BACK FILLED WITH CLEAN DEBRIS-FREE SOIL. CONSTRUCTION ACCESS SHALL BE RESTRICTED FROM THE LANDSCAPE AREA AFTER EXCAVATION AND BACKFILL IS COMPLETE.
21. ALL LANDSCAPE AREAS SHALL BE FINISH GRADED SUCH THAT THEY ARE A MINIMUM OF 3.5 INCHES BELOW SURROUNDING PAVED SURFACES SO AS NOT TO IMPEDE THE FLOW OF DRAINAGE INTO LANDSCAPED AREAS AND TO ALLOW FOR A 3-INCH MULCH LAYER.

				DATE:	12/5/2024
				SCALE:	AS NOTED
				DESIGN BY:	EWS
				DRAWN BY:	EWS
				CHECKED BY:	EWS
				APPROVED BY:	SWP
1	CITY COMMISSION SUBMITTAL	01/24/2025	DATE:		
	DESCRIPTION:		BY:		

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
 3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
 FAX: (954) 739-6409 TEL.: (954) 739-6400



**BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312**

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

LANDSCAPE NOTES

Erik W. Schofield
Florida P.L.A. No. 6667682

PROJECT NO.
06-0036-006-01

LP-5

SHEET 19 OF 20



Know what's below.
Call before you dig

SEWER ERU TABULATION					
TYPE OF USE	UNIT OF MEASURE	No. OF UNITS	ERU / UNIT	NUMBER OF ERU'S	REFERENCE CODE
BUILDING No. 1	1,000 SF	91.738	0.168	15.41	C06
BUILDING No. 2	1,000 SF	77.548	0.168	13.02	C06
TOTAL SEWER ERU		169.286		28.43	
WATER ERU TABULATION					
TYPE OF USE	UNIT OF MEASURE	No. OF UNITS	ERU / UNIT	NUMBER OF ERU'S	REFERENCE CODE
BUILDING No. 1	1,000 SF	91.738	0.168	15.41	C06
BUILDING No. 2	1,000 SF	77.548	0.168	13.02	C06
TOTAL WATER ERU		169.286		28.43	
NO IRRIGATION ERU'S FOR PROJECT - IRRIGATION WATER TO BE SUPPLIED FROM ON-SITE WATER BODY					
METER TALLY TABLE					
SIZE	1"	2"			
DOMESTIC	0	2			
FIRE	2	0			
TOTAL	2	2			

LEGAL DESCRIPTIONS:

PARCEL #1:

BANYAN BAY MARINA
4991 ANGLERS AVENUE
DANIA BEACH, FLORIDA 33312

PARCEL A MVL PLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146,
PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FL.

PARCEL #2

GASKILL RESIDENTIAL PROPERTY
2275 SW 45th STREET
DANIA BEACH, FL 33312

THE SOUTH 300 FEET LESS THE SOUTH 25 FEET AND LESS THE WEST 120 FEET OF TRACT 5, IN
BLOCK 4, OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE
AMENDED PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 32 OF THE PUBLIC RECORDS OF
MIAMI-DADE COUNTY, FLORIDA. PARCEL IDENTIFICATION NUMBER: 50-42-29-01-1390.

PARCEL #3

GRAVES RESIDENTIAL PROPERTY
2257 SW 44 STREET
DANIA BEACH, FL 33312

THE FOLLOWING DESCRIBED LOT, PIECE OR PARCEL OF LAND, SITUATE, LYING AND BEING IN
BROWARD COUNTY, FLORIDA: THE EAST 142 FEET OF THAT PART OF TRACT 5 IN BLOCK 4,
LYING SOUTH OF DANIA CUT-OFF CANAL, EXCEPTING THEREFROM THE SOUTH 300 FEET OF
SAID TRACT, ALL BEING LOCATED IN BLOCK 4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42
EAST, ACCORDING TO THE MARSHALL EVERGLADES LANDS COMPANY AMENDED PLAT OF
SECTION 29, RECORDED IN PLAT BOOK 2 PAGE 32 OF THE PUBLIC RECORDS OF DADE
COUNTY, FLORIDA; SAID LANDS LYING AND BEING IN BROWARD COUNTY, FLORIDA.
PARCEL IDENTIFICATION NUMBER: 10229-01-13800

NOTES:

CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH WATER AND WASTEWATER
SERVICES MINIMUM DESIGN AND CONSTRUCTION STANDARDS. PLANS ARE IN ACCORDANCE
WITH WWS MINIMUM DRAWING REQUIREMENTS DATED MARCH 11, 2021.

THE HORIZONTAL DATUM FOR THIS PROJECT WAS NAD-83 HARN FLORIDA STATE PLANE EAST
FIPS 0901 (US Ft), AND THE VERTICAL DATUM IS NAVD88 (US Ft)

WWS APPROVAL OF THIS SET OF DRAWINGS IS RELIANT UPON THE DRAWINGS CLEARLY
SHOWING ALL EXISTING AND PROPOSED UTILITY STRUCTURES, ASPHALT PAVING,
LANDSCAPING, WALLS, FENCES, UNDERGROUND PIPING, UNDERGROUND STRUCTURES,
DUCT BANKS, TRANSFORMERS, POLES, STORM WATER STORAGE AREAS, PAVERS, ELECTRIC
CABLE, AND OTHER UTILITY FACILITIES WITHIN RIGHTS OF WAY AND EXISTING AND
PROPOSED POTABLE WATER / RECLAIMED WATER / WASTEWATER EASEMENTS. WWS
HEREBY AUTHORIZES ONLY THE ITEMS SHOWN ON THESE DRAWINGS TO BE WITHIN SAID
POTABLE WATER / RECLAIMED WATER / WASTEWATER EASEMENTS.

STATE PLANE COORDINATES WILL BE SUPPLIED FOR THE RECORD DRAWINGS.

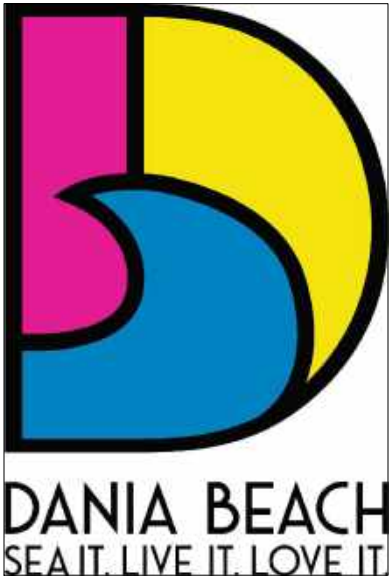
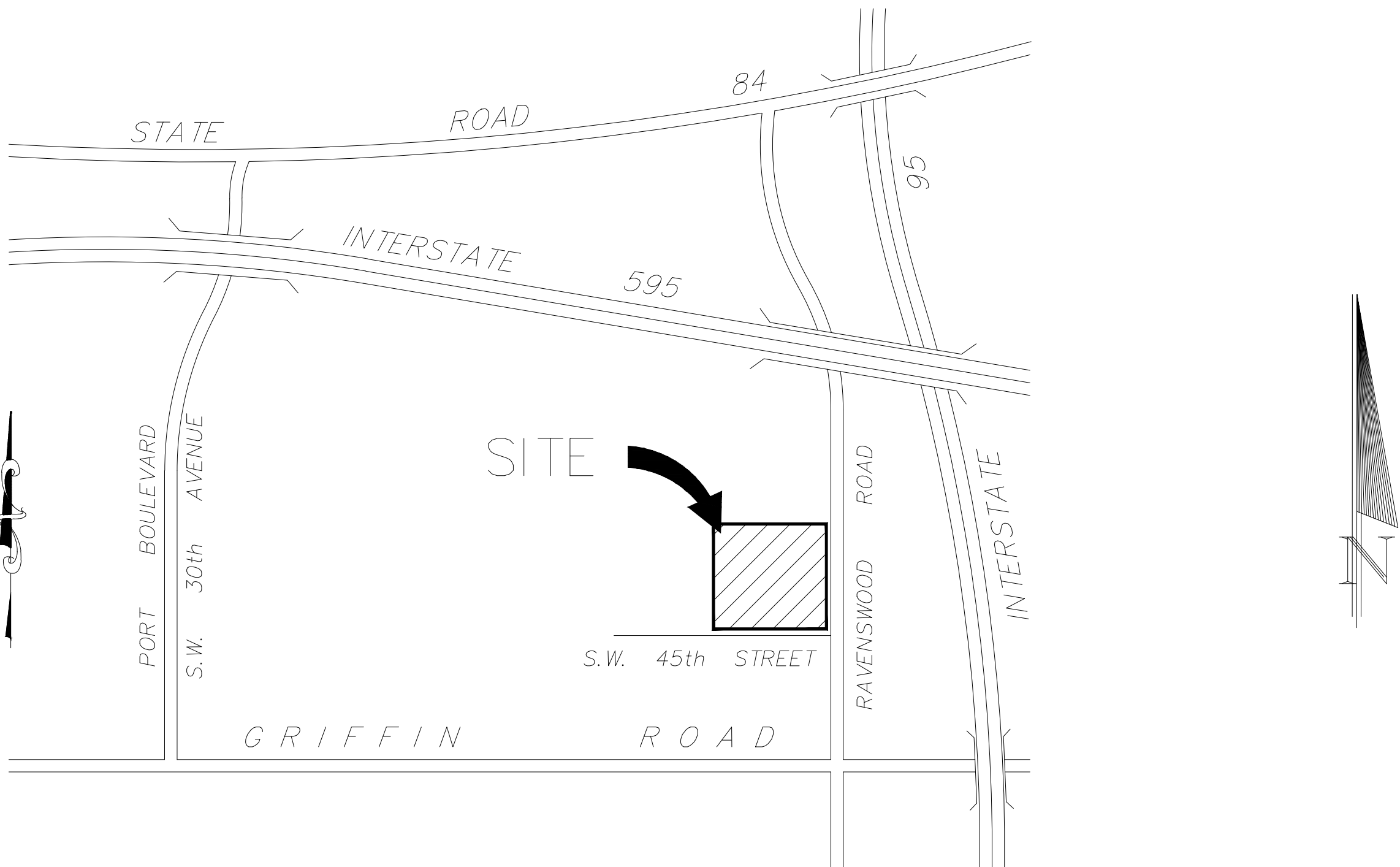
THIS PROJECT HAS BEEN APPROVED CONTAINING PRIVATE SEWER SYSTEM. PRIVATE SEWER
SYSTEMS MAY SEVERELY LIMIT THE ABILITY TO SELL PORTIONS OF THIS PROPERTY IN THE
FUTURE. ALL WATER METERS FOR THIS PROPERTY MUST BE IN THE NAME OF THE ONE
ENTITY THAT IS RESPONSIBLE FOR MAINTAINING THE PRIVATE SEWER SYSTEM.

ALL EXISTING METERS TO BE REMOVED SHALL BE RETURNED TO:

WWS / BUSINESS OPERATIONS DIVISION
2555 WEST COPANS ROAD
POMPAN0 BEACH, FL 33069
EMAIL: WWSBASEONE@BROWARD.ORG
PHONE: 954-868-8453 OR 954-831-3243

BANYAN BAY INDUSTRIAL BUSINESS PARK

CITY OF DANIA BEACH BROWARD COUNTY, FLORIDA



Civil Sheet List Table

SHEET NO.	SHEET TITLE
*** C-01	COVER SHEET
*** C-02	GENERAL NOTES
*** C-03	DEMOLITION PLAN
C-04	EROSION CONTROL PLAN
C-05	PAVING, GRADING & DRAINAGE PLAN
*** C-06	WATER & SEWER PLAN
C-07	PAVEMENT MARKING & SIGNAGE PLAN
C-08	VEHICLE MOBILITY PLAN
C-09	CROSS SECTIONS
C-10	CROSS SECTIONS
C-11	PAVING, GRADING & DRAINAGE DETAILS
C-12	PAVING, GRADING & DRAINAGE DETAILS
C-13	PAVING, GRADING & DRAINAGE DETAILS
C-14	PAVEMENT MARKING AND SIGNAGE DETAILS
*** C-15	WATER & SEWER DETAILS
*** C-16	WATER & SEWER DETAILS
*** C-17	WATER & SEWER DETAILS

*** DENOTES PLANS INCORPORATED INTO BROWARD COUNTY WATER & WASTEWATER SERVICES SET

LOCATION MAP

SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST

PREPARED FOR:

CONSTELLATION REAL ESTATE PARTNERS



CrAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

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CTA PROJECT NUMBER: 06-0036-006-01

THE VERTICAL DATUM UTILIZED
FOR THIS PROJECT IS N.A.V.D. 88

Chad Everett Edwards
Florida P.E. No. 59306
September 4, 2024

\\ctaria02\eng\Projects\2006\06-0036-006-01-SPECS.dwg [0-02] Jan 24, 2025 1:33pm JSCHULMAN

I. APPLICABLE CODES

- A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO CITY STANDARDS AND SPECIFICATIONS, AND ALL OTHER LOCAL, STATE AND NATIONAL CODES WHERE APPLICABLE. ALL CONSTRUCTION WITHIN FDOT R/W SHALL BE CONSTRUCTED PER FDOT MINIMUM STANDARDS. ALL CONSTRUCTION WITHIN BROWARD COUNTY R/W SHALL BE CONSTRUCTED PER BROWARD COUNTY MINIMUM STANDARDS.
- B. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
- C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.), UNLESS OTHERWISE NOTED.
- D. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM TO CITY, BROWARD COUNTY AND/OR FDOT SPECIFICATIONS (WHICHEVER APPLIES).
- E. CITY, BROWARD COUNTY AND/OR FDOT SPECIFICATIONS SHALL DICTATE WHEN IN CONFLICT WITH ANY OF THE FOLLOWING SPECIFICATIONS.
- F. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE STATE OF FLORIDA TRENCH SAFETY ACT.

II. PRECONSTRUCTION RESPONSIBILITIES

- A. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.
- B. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL OF FLORIDA CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION, CALL 1-800-432-4770.
- C. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED).
- D. LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY NOT SHOWN. THE CONTRACTOR SHALL VERIFY, IF POSSIBLE, THE ELEVATIONS AND LOCATIONS OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING FACILITY IS FOUND TO CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.
- E. A SEPARATE CALCULATED SITE PLAN WILL BE REQUIRED PRIOR TO CONSTRUCTION TO VERIFY PROPOSED BUILDING, CURB, AND SITE WORK LOCATIONS.
- F. AT LEAST TWO (2) DAYS PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A CGP "NOTICE OF INTENT (N.O.I.) TO USE GENERAL PERMIT FOR STORMWATER DISCHARGE FROM CONSTRUCTION ACTIVITIES THAT DISTURB AN ACRE OR MORE OF LAND" FORM (DEP FORM 62-621.300(4)(B)) TO FDEP NOTICES CENTER. THE CONTRACTOR WILL BE RESPONSIBLE FOR: (1) IMPLEMENTATION OF A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) THAT IS REQUIRED TO BE DEVELOPED PRIOR TO THE N.O.I. SUBMITTAL, AND (2) RETENTION OF RECORDS REQUIRED BY THE PERMIT, INCLUDING RETENTION OF A COPY OF THE SWPPP AT THE CONSTRUCTION SITE FROM THE DATE OF PROJECT INITIATION TO THE DATE OF FINAL SITE STABILIZATION. A "NOTICE OF TERMINATION (N.O.T.) OF GENERIC PERMIT COVERAGE" FORM (DEP FORM 62-621.300(6)) MUST BE SUBMITTED TO FDEP TO DISCONTINUE PERMIT COVERAGE, SUBSEQUENT TO COMPLETION OF CONSTRUCTION. FOR ADDITIONAL INFORMATION SEE FDEP WEBSITE: <http://www.dep.state.fl.us/water/stormwater/npdes>. CONTRACTOR SHALL BE RESPONSIBLE TO PREPARE A SWPPP AND SUBMIT TO THE ENGINEER FOR APPROVAL AND COMPLY WITH ALL PROVISIONS OF CHAPTER 62-621.
- G. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED DEWATERING PERMITS AND TREE REMOVAL / RELOCATION PERMITS.

III. INSPECTIONS

- A. THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT, BROWARD COUNTY, THE ENGINEER OF RECORD, FDOT, AND ANY OTHER GOVERNMENTAL AGENCIES HAVING JURISDICTION AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:
- CLEARING AND FILLING
 - STORM DRAINAGE SYSTEM
 - SUBGRADE
 - LIMEROCK BASE
 - ASPHALTIC CONCRETE / PAVER BRICK COURSE
 - SIDEWALK
 - FINAL

IV. SHOP DRAWINGS

- A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING: SANITARY MANHOLES, STORM DRAIN MANHOLES, CATCH BASINS, FIRE HYDRANTS, PIPING, VALVES AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES

- A. TEMPORARY FACILITIES:
- IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, TELEPHONE SERVICE AND ELECTRICITY.
- B. TRAFFIC REGULATION:
- MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D.
 - ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
 - NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE CITY.
 - IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE.

VI. WATER DISTRIBUTION SYSTEM

- A. CITY STANDARDS AND SPECIFICATIONS SHALL GOVERN & SUPERCEDE ALL OTHER REQUIREMENTS FOR WATERMAIN CONSTRUCTION.
- B. SEPARATION OF WATER AND SEWER MAINS
- SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, STORM SEWERS, AND FORCE MAINS CROSSING WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHENEVER POSSIBLE.
 - WHERE SANITARY SEWERS, STORM SEWERS, OR FORCE MAINS MUST CROSS A WATER MAIN WITH LESS THAN 18 INCHES VERTICAL DISTANCE, BOTH THE SEWER AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
 - ALL CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING).
 - WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 18 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP, AND THE CROSSING SHALL BE ARRANGED TO MEET THE REQUIREMENTS ABOVE.
 - A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.
 - IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10 FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON AN UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER IS AT LEAST 18 INCHES ABOVE THE TOP OF THE SEWER.
 - WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 18 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SANITARY SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES. THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).
 - CONTRACTOR SHALL MAINTAIN WATER SERVICE TO ALL EXISTING FACILITIES DURING CONSTRUCTION.
- C. MATERIALS:
- ALL PIPE LARGER THAN 12" DIAMETER MUST BE DUCTILE IRON (MIN. CLASS 50," 8" AND 10" DIP (MIN. CLASS 50)" 4" AND 6" DIP (MIN. CLASS 52). ALL DUCTILE IRON PIPE SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51-02 AND CEMENT MORTAR LINED AND SEAL COATED PER ANSI/AWWA C104/A21.4-03. SEE BROWARD COUNTY STANDARDS & SPECIFICATIONS FOR FURTHER D.I.P. REQUIREMENTS.
 - FITTINGS SHALL BE COMPACT DUCTILE IRON MECHANICAL JOINT TYPE AND SHALL BE CLASS 350 THROUGH 24" CONFORMING TO ANSI/AWWA C-153/A21.53-00 SPECIFICATIONS. FITTINGS MUST BE CEMENT LINED AND SEAL COATED PER ANSI/AWWA C104/A21.4-03.
 - VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 150 PSI AND CONFORMING TO ANSI/AWWA C509-01 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.
 - GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2379-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN AF2500-11/12 OR CLOW F-6100, CONFORMING TO ANSI/AWWA C500-02. SEE BROWARD COUNTY, AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - TAPPING VALVES SHALL BE MUELLER H615 OR APPROVED EQUAL.
 - GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS. NO SUBSTITUTIONS ALLOWED.
 - TAPPING SLEEVES SHALL BE MUELLER H615, CLOW F-2505 OR APPROVED EQUAL. SEE BROWARD COUNTY, AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - VALVE BOXES SHALL BE US FOUNDRY SERIES 7500 OR APPROVED EQUAL.
 - RETAINER GLANDS SHALL CONFORM TO ANSI/AWWA C111/A21.11-00 OR LATEST REVISION. ALL GLANDS SHALL BE

- MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1058, STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.
- DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER TYPE 99, NO SUBSTITUTIONS ALLOWED.
 - FIRE HYDRANTS SHALL BE MUELLER CENTURION TRAFFIC TYPE A-423 WITH 5 1/4" INTERNAL VALVE OPENING OR APPROVED EQUAL. MAIN VALVE OPENING TO BE DETERMINED BY THE WATER DEPARTMENT. PUMPER NOZZLE TO BE 18" FROM FINISHED GRADE. ALL HYDRANTS TO BE INSTALLED WITH CONTROL VALVE. RETAINER GLANDS ARE PREFERRED FOR RESTRAINING. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-05. SEE BROWARD COUNTY AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- D. SERVICE CONNECTION:
- SERVICE SADDLES SHALL BE STAINLESS STEEL STRAPS, SADDLES SHALL BE DOUBLE STRAP TYPE. ALL SERVICE SADDLES SHALL CONFORM TO ANSI/AWWA C111/A21.11-00 AND ASTM A-588.
 - SERVICE LINES SHALL BE POLYETHYLENE (3408), 250 PSI RATED, SDR9 PIPE JOINTS SHALL BE OF THE COMPRESSION TYPE TOTALLY CONFINED GRIP SEAL AND COUPLING NUT.
 - CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH ASTM B-62 WITH THREADED ENDS, AS MANUFACTURED BY MUELLER B-2500R OR APPROVED EQUAL.
 - CURB STOPS SHALL BE MUELLER H10203 OR APPROVED EQUAL.
 - METER STOPS SHALL BE LOCKWING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "O" RING SEALED AGAINST EXTERNAL LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
- E. INSTALLATION:
- ALL PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATIONS "GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEM." SEE BROWARD COUNTY AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
 - ALL DIP SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION.
 - ALL WATER MAINS SHALL BE LAID WITH A MINIMUM 36" COVER FOR PVC AND 30" FOR DIP.
 - NO CONNECTIONS TO EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS & BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO THE CITY OR BROWARD COUNTY BEACH AND PUBLIC HEALTH UNIT.
 - PIPE DEFLECTION SHALL NOT EXCEED 75% OF THE MAXIMUM DEFLECTION RECOMMENDED BY THE MANUFACTURER.
 - A CONTINUOUS AND UNIFORM BEDDING SHALL BE PROVIDED. BACKFILL MATERIAL SHALL BE TAMPED IN LAYERS AROUND THE PIPE AS SHOWN ON THE PLANS. STONES FOUND IN THE TRENCH SHALL BE REMOVED FOR A DEPTH OF AT LEAST 6" BELOW THE BOTTOM OF THE PIPE.
 - ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" CAST IN THE COVER. U.S.F. OR APPROVED EQUAL.
 - ALL WATER MAIN INSTALLATIONS SHALL COMPLY WITH THE COLOR CODING REQUIREMENTS OF CHAPTER 62-555.320, FAC.
- F. TESTING:

- FOR TESTING REQUIREMENTS SEE CITY AND BROWARD COUNTY CONSTRUCTION STANDARDS & SPROIFICATIONS.
- BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED. HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION, THE PRESSURE TEST SHALL NOT VARY MORE THAN 5 PSI DURING THE TEST.
- THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF THE CITY OR BROWARD COUNTY AND THE ENGINEER OF RECORD.
- BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-05, 150 PSI MINIMUM STARTING PRESSURE TEST. METER RECONNECTIONS MAY BE MADE TO NEW LINES AFTER TWO CONSECUTIVE DAYS OF BACTERIOLOGICAL SAMPLES HAVE PASSED, AND COPIES OF RESULTS HAVE BEEN RECEIVED BY THE ENGINEER, CITY, AND HRS.
- SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS. IF NOT SPECIFIED, SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1,200' MAXIMUM FOR LINES GREATER THAN 1,200' IN LENGTH.
- THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{SDP \times 0.5}{148000}$$

IN WHICH L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR. S EQUALS LENGTH OF PIPE (LINEAR FEET), D EQUALS NOMINAL DIAMETER OF PIPE (INCHES) AND P EQUALS THE MINIMUM TEST PRESSURE (POUNDS PER SQUARE INCH).

VII. GRAVITY SEWER COLLECTION SYSTEM

- A. CITY AND BROWARD COUNTY CONSTRUCTION STANDARDS & SPECIFICATIONS SHALL GOVERN & SUPERCEDE ALL OTHER REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION.
- B. GENERAL:
- DISTANCE AND LENGTHS SHOWN ON PLANS ARE REFERENCED TO THE CENTER OF STRUCTURES.
- C. MATERIALS:
- ALL SEWER PIPE AND FITTINGS SHALL BE PVC PIPE CONFORMING TO ASTM D 3034, SDR-35 WITH PUSH-ON RUBBER GASKET JOINTS, UNLESS OTHERWISE NOTED, OR DUCTILE IRON PIPE SHALL BE (MIN. CLASS 52), AS INDICATED ON THE DRAWINGS.
 - MANHOLES SHALL BE PRECAST PER ASTM C 478 WITH 4,000 PSI CONCRETE AND GRADE 60 STEEL. MONOLITHICALLY POURED BASES ONLY.
 - MANHOLES ARE TO BE SEALED WITH ANTI-HYDRO CEMENT OR APPROVED EQUAL - NO MOULDING PLASTER.
- D. INSTALLATION:
- PVC SEWER PIPE SHALL BE LAID IN ACCORDANCE WITH ASTM D 2321 AND THE UNI-BELL PLASTIC PIPE ASSOCIATION'S "RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE."
 - DUCTILE IRON PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION.
 - PVC MANHOLE ADAPTOR SHALL BE GROUTED IN PLACE AT EACH PIPE CONNECTION INTO A MANHOLE WALL.
 - MANHOLES SHALL BE SET PLUMB TO LINE AND GRADE ON FIRM SUBGRADE PROVIDING UNIFORM BEARING UNDER THE BASE.
 - ALL OPENINGS AND JOINTS SHALL BE SEALED WATERTIGHT.
 - THE ENTIRE INSIDE AND OUTSIDE OF THE MANHOLES SHALL BE PAINTED WITH TWO COATS OF DIFFERENT COLORS (8 MILS EACH) OF KOPPERS 300-M BITUMASTIC PAINT OR ENGINEER'S APPROVED EQUAL.
- E. TESTING:
- AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
 - AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
 - MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.
 - SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER DAY PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED.
 - ALL SEWER PIPE SHALL BE VIDEO RECORDED AND GIVEN TO CITY FOR REVIEW AND APPROVAL AT THE CONTRACTORS EXPENSE.
 - SEE BROWARD COUNTY AND CITY CONSTRUCTION STANDARDS & SPECIFICATIONS FOR ADDITIONAL TESTING REQUIREMENTS.

VIII. STORM DRAINAGE

- A. GENERAL:
- DISTANCES AND LENGTHS SHOWN ON PLANS ARE REFERENCED TO THE CENTER OF STRUCTURES.
- B. MATERIALS:
- REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C-76, LATEST REVISION. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALERS SHALL BE USED. FOR ADDITIONAL REQUIREMENTS SEE BROWARD COUNTY'S AND THE CITY'S STANDARDS AND SPECIFICATIONS.
 - ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE AS MANUFACTURED BY U.S. PRECAST CORPORATION, UNLESS OTHERWISE NOTED ON THE PLANS. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE AS INDICATED ON THE STRUCTURE DETAIL. CONCRETE SHALL BE MINIMUM OF 400PSI AT 28 DAYS.
- C. INSTALLATION:
- PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
 - BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS.
 - PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING DEPARTMENT AT LEAST 7 DAYS PRIOR TO THE START OF THE CONSTRUCTION AND INSPECTION.

IX. PAVING

- A. GENERAL:
- BROWARD COUNTY AND THE CITY'S CONSTRUCTION STANDARDS & SPECIFICATIONS SHALL GOVERN.
 - ALL MUCK AND YIELDING MATERIAL WITHIN THE LIMIT OF CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH CLEAN FILL MATERIAL WHICH SHALL BE COMPACTED AND SHAPED TO CONFORM TO THE REQUIRED SECTION. COMPACTED AREAS AS SHOWN ON THE PLANS AND OR AS DETERMINED BY THE ENGINEER, SHALL BE COMPACTED TO NOT LESS THAN 98% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE, AS DETERMINED BY AASHTO T-180, LATEST REVISION. AREAS TO BE STABILIZED, AS DETERMINED BY THE ENGINEER, SHALL HAVE A MINIMUM LBR-40.

- ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
 - ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION, SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
 - WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
- B. MATERIALS:
- BASE COURSE SHALL BE CRUSHED LIMEROCK WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM.
 - ASPHALT SURFACES SHALL BE TYPE S-III ASPHALTIC CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS, AND SHALL BE A MINIMUM OF 1-1/2" THICK.
 - MINIMUM SIDEWALK CONSTRUCTION SHALL BE 4 INCH THICK CONCRETE, MINIMUM 3000psi COMPRESSIVE STRENGTH AT 28 DAYS. SAWCUT CONSTRUCTION JOINTS 5 FOOT o.c. WITHIN 48 HOURS OF PLACING, EXPANSION JOINTS SHALL BE 20 FOOT o.c. SEE BROWARD COUNTY'S AND THE CITY'S SECTION ON CONSTRUCTION STANDARDS & SPECIFICATIONS FOR FURTHER REQUIREMENTS.
 - CURBS AND GUTTERS: CONCRETE 3000psi COMPRESSIVE STRENGTH AT 28 DAYS, SAWCUT CONSTRUCTION JOINTS 10 FOOT o.c. WITHIN 48 HOURS OF PLACING.
 - REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" x 6" NO. 6 GAUGE WIRE MESH.
- C. INSTALLATION:
- SUBGRADE FOR PAVEMENT AREAS SHALL BE COMPACTED TO A MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-99(c)), AND SHALL HAVE A MINIMUM LBR 40.
 - BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 8" AND SHALL BE CONSTRUCTED IN TWO FOUR-INCH LIFTS.
 - BASE COURSE MATERIAL FOR CURBS AND GUTTERS SHALL BE A MINIMUM THICKNESS OF 6 INCH.
 - BASE COURSE SHALL BE COMPACTED TO 98% OF THE MAXIMUM DENSITY AS PER AASHTO T-180 AND SHALL HAVE A MINIMUM LBR OF 100.
 - INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE D.O.T. STANDARD SPECIFICATIONS FOR TYPE S-III ASPHALTIC CONCRETE.
- D. TESTING:
- THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
 - DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.
 - ALL TESTING COSTS (PAVING) SHALL BE PAID FOR BY THE CONTRACTOR.
 - DENSITY TESTS ON THE STABILIZED SUBGRADE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD AND APPROVED BEFORE ANY LIMEROCK BASE IS CONSTRUCTED.
 - DENSITY TESTS AND AS-BUILTS ON THE FINISHED LIMEROCK BASE SHALL BE SUPPLIED TO THE ENGINEER OF RECORD, AND APPROVED BEFORE ANY ASPHALT PAVEMENT IS CONSTRUCTED.

X. DEWATERING

- WHERE DEWATERING IS REQUIRED, THE CONTRACTOR IS RESPONSIBLE FOR DEWATERING IN SUCH A MANNER SO AS TO COMPLY WITH ANY AND ALL CITY, COUNTY, STATE AND FEDERAL DEWATERING REGULATIONS. CONTRACTOR MAY CONTACT THE BROWARD COUNTY DEPARTMENT OF PLANNING AND ENVIRONMENTAL PROTECTION AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTETCION FOR FURTHER INFORMATION.

XI. PAVEMENT MARKING AND SIGNAGE

- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND BROWARD COUNTY TRAFFIC ENGINEERING STANDARDS (CURRENT EDITION). STANDARDS & SPECIFICATIONS FOR PAVEMENT MARKING REQUIREMENTS.

XII. PROJECT CLOSEOUT

- A. CLEANING UP:
- DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED, PAVEN BRICK, AND CONCRETE AREAS SHALL BE SWEEP BROOM CLEAN.
 - THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTOR SHALL DO, AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR RESTORATION.
 - WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR HAS BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
- C. ALL UNPAVED SURFACES DISTURBED AS A RESULT OF CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

XIII. ENGINEER'S AS BUILT REQUIREMENTS

- DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON THEIR SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH, MATERIAL AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
- AS BUILTS OF WATER LINES SHALL INCLUDE THE FOLLOWING
 - TOP OF PIPE ELEVATIONS EVERY 100 LINEAR FEET
 - LOCATIONS AND ELEVATIONS OF ALL FITTINGS INCLUDING BENDS, TEES, GATE VALVES, DOUBLE DETECTOR CHECK VALVES, FIRE HYDRANTS, ETC.
 - ALL TIE INS TO EXISTING LINES SHALL BE AS BUILT
 - THE TERMINATION OF ALL WATER SERVICES SHALL BE SHOWN
- AS BUILTS OF ALL THE GRAVITY SANITARY SEWER LINES SHALL INCLUDE THE FOLLOWING INFORMATION
 - RIMS, INVERTS, AND LENGTH OF PIPING BETWEEN STRUCTURES, AS WELL AS PIPE SLOPES.
 - LOCATION OF ALL STUB ENDS OF ALL SEWER LATERALS INVERT ELEVATIONS AND LOCATION OF ALL CLEAN OUTS
 - LIFT STATION AS BUILTS SHALL CONSIST OF THE TOP OF WET WELL ELEVATION, INVERT ELEVATIONS OF THE INCOMING LINE, BOTTOM OF THE WET WELL AND AS BUILTS OF THE COMPOUND AREA
- FORCE MAIN AS BUILTS SHALL BE PREPARED THE SAME AS THE WATER MAIN AS BUILTS DESCRIBED ABOVE AS BUILTS OF ALL DRAINAGE LINES SHALL INCLUDE THE FOLLOWING INFORMATION
 - RIMS, INVERTS, AND LENGTH OF PIPING BETWEEN STRUCTURES, AND WEIR ELEVATIONS WHERE APPLICABLE
 - THE SIZE OF THE PIPING SHALL BE VERIFIED BY THE SURVEY FIELD CREW AT THE TIME OF AS BUILT
 - DRAINAGE WELL STRUCTURE AS BUILTS SHALL INCLUDE, BUT NOT BE LIMITED TO, TOP OF CASING ELEVATION, TOP AND BOTTOM ELEVATIONS OF THE BAFFLE WALLS, RIM ELEVATIONS, AND INVERTS OF PIPING
- ALL ROCK AS BUILTS FOR PARKING LOT AREAS SHALL CONSIST OF THE FOLLOWING INFORMATION
 - ROCK ELEVATIONS AT ALL HIGH AND LOW POINTS, AND AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY
 - ROCK AS BUILTS SHALL BE TAKEN AT ALL LOCATIONS WHERE THERE IS A FINISHED GRADE ELEVATION SHOWN ON THE DESIGN PLANS
 - ALL CATCH BASIN AND MANHOLE RIM ELEVATIONS SHALL BE SHOWN
 - ELEVATIONS AROUND ISLANDS SHALL ALSO BE SHOWN
 - WHERE CONCRETE OR PAVER BRICK IS TO BE USED AS A FINISHED PRODUCT FOR THE ROADWAY OR PARKING LOT, ROCK AS BUILTS WILL BE REQUIRED AS INDICATED ABOVE, AS WELL AS BUILTS ON THE FINISHED CONCRETE OR PAVERS AT LOCATIONS WHERE THERE IS A FINISHED GRADE ELEVATION SHOWN ON THE DESIGN PLANS
 - AS BUILTS SHALL BE TAKEN ON ALL PAVED AND UNPAVED SWALES, PRIOR TO PLACEMENT OF ASPHALT OR TPOIL, OR SOD, AT ENOUGH INTERMEDIATE POINTS TO CONFIRM SLOPE CONSISTENCY AND CONFORMANCE TO THE PLANS
- LAKE AND CANAL BANK AS BUILTS SHALL INCLUDE A KEY SHEET OF THE LAKE FOR THE LOCATIONS OF CROSS SECTIONS. LAKE AND CANAL BANK CROSS SECTIONS SHALL BE PLOTTED AT A MINIMUM OF EVERY 100 LINEAR FEET UNLESS OTHERWISE SPECIFIED. AS BUILTS SHALL CONSIST OF THE LOCATION AND ELEVATION OF THE TOP OF BANK EDGE OF WATER AND THE DEEP CUT LINE, WITH THE DISTANCE BETWEEN EACH SHOWN ON THE DRAWING.
- RETENTION AREA AS BUILT ELEVATIONS SHALL BE TAKEN AT THE BOTTOM OF THE RETENTION AREA AND AT THE TOP OF BANK. AS BUILT OF CONTOURS SHALL BE SHOWN, WHERE APPLICABLE.
- UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS, ON FULL SIZE REPRODUCIBLE MATERIAL. ONE SET OF REPRODUCIBLE RECORD DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD, ALONG WITH EIGHT SETS OF BLUE OR BLACK LINE DRAWINGS. THESE DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED LAND SURVEYOR. ADDITIONALLY, AN ELECTRONIC COPY OF THESE RECORD DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER IN AUTOCAD, "DWG" OR "DXF" FORMAT
- IN ADDITION TO THE ABOVE THE CONTRACTOR SHALL ALSO CONFORM TO COUNTY AND/OR CITY AS-BUILT REQUIREMENTS.

THE VERTICAL DATUM UTILIZED FOR THIS PROJECT IS N.A.V.D. 88



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Craven Thompson and Associates, Inc.
Engineers • Planners • Surveyors



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TEL: (954) 739-6409
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FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

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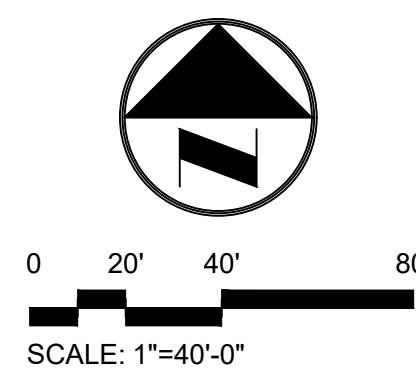
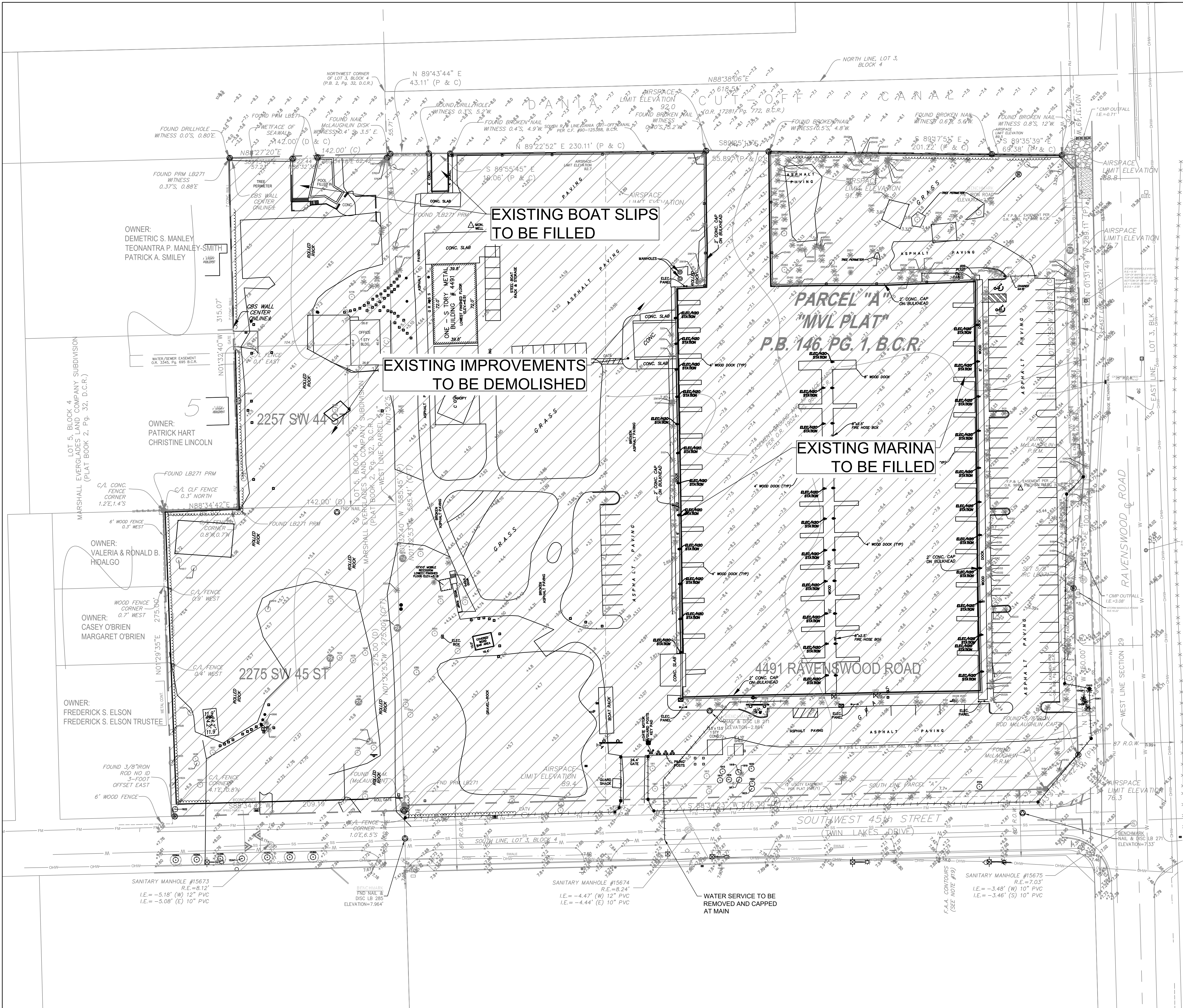
GENERAL NOTES

Chad Everett Edwards
Florida P.E. No. 59306

PROJECT NO.
06-0036-006-01

C-02
SHEET 2 OF 17

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DEMOLITION LEGEND

- EXISTING IMPROVEMENTS TO BE DEMOLISHED
- PROPERTY LINE

LEGEND

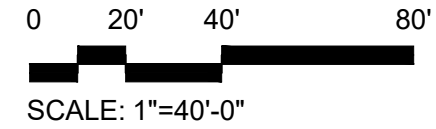
- B.C.R. BROWARD COUNTY RECORDS
- B.O.S. BOTTOM OF STRUCTURE
- CATV CABLE TELEVISION
- C.B. CATCH BASIN
- (CFT) CALCULATED FROM TRAVERSE
- CMP CORRUGATED FLOW MANHOLE PIPE
- CONC. CONCRETE
- CLF CHAIN LINK FENCE
- F.F. FINISHED FLOOR
- FND FOUND
- I.E. INVERT ELEVATION
- (M) MEASURED
- N&T NAIL & TAB
- OHW OVER HEAD WIRES
- O.R.B. OFFICIAL RECORDS BOOKS
- (P) PLAT
- P.B. PLAT BOOK
- P.C.P. PERMANENT CONTROL POINT
- P.G. PAGE
- RCP REINFORCED CONCRETE PIPE
- R.E. RIM ELEVATION
- R/W RIGHT-OF-WAY
- ANCHOR
- BOLLARD
- BACKFLOW PREVENTOR
- CATCH BASIN
- CENTERLINE
- CONCRETE POWER POLE
- CONCRETE LIGHT POLE
- CURB INLET
- DECORATIVE (YARD) LIGHT POLE
- DOUBLE DETECTOR CHECK VALVE
- DRAINAGE MANHOLE
- ELECTRICAL CONTROL BOX
- ELECTRICAL MANHOLE
- ELECTRICAL METER
- ELECTRICAL OUTLET
- ELECTRICAL PULL BOX
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- FORCE MAIN VALVE
- SPIGOT FAUCET
- IRRIGATION VALVE
- METAL STREET LIGHT POLE
- PEDESTRIAN CROSSING SIGNAL
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- SIGN
- SPOT ELEVATION
- WOOD DOCK ELEVATION
- SPOT/LANDSCAPE LIGHTING
- TELEPHONE MANHOLE
- TRAFFIC CONTROL BOX
- TRAFFIC POLE
- TRAFFIC PULL BOX
- WATER GATE VALVE
- WOOD POWER POLE
- WOOD STREET LIGHT POLE
- CHAIN LINK FENCE
- FM FORCE MAIN
- GAS GAS MAIN
- GUARDRAIL
- METAL FENCE
- OHW OVER HEAD WIRES
- SAN SANITARY SEWER MAIN
- STM STORM DRAINAGE
- TEL TELEPHONE WIRES
- TOR TOP OF BANK
- TOE TOE OF SLOPE
- WOOD FENCELINE
- NON-VEHICULAR ACCESS LINE

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PREPARED FOR: CONSTELLATION REAL ESTATE PARTNERS				
DEMOLITION PLAN				

Chad Everett Edwards Florida P.E. No. 59306		PROJECT NO. 06-0036-006-01		C-03
SHEET 3 OF 17				



	INLET PROTECTION
	TEMPORARY CONSTRUCTION ENTRANCE
	CONSTRUCTION CHAIN LINK FENCE WITH WINDSCREEN AND SILT FENCE
	FLOATING TURBIDITY BARRIER
	CONCRETE
	1" MILL AND OVERLAY
	PROPOSED ASPHALT

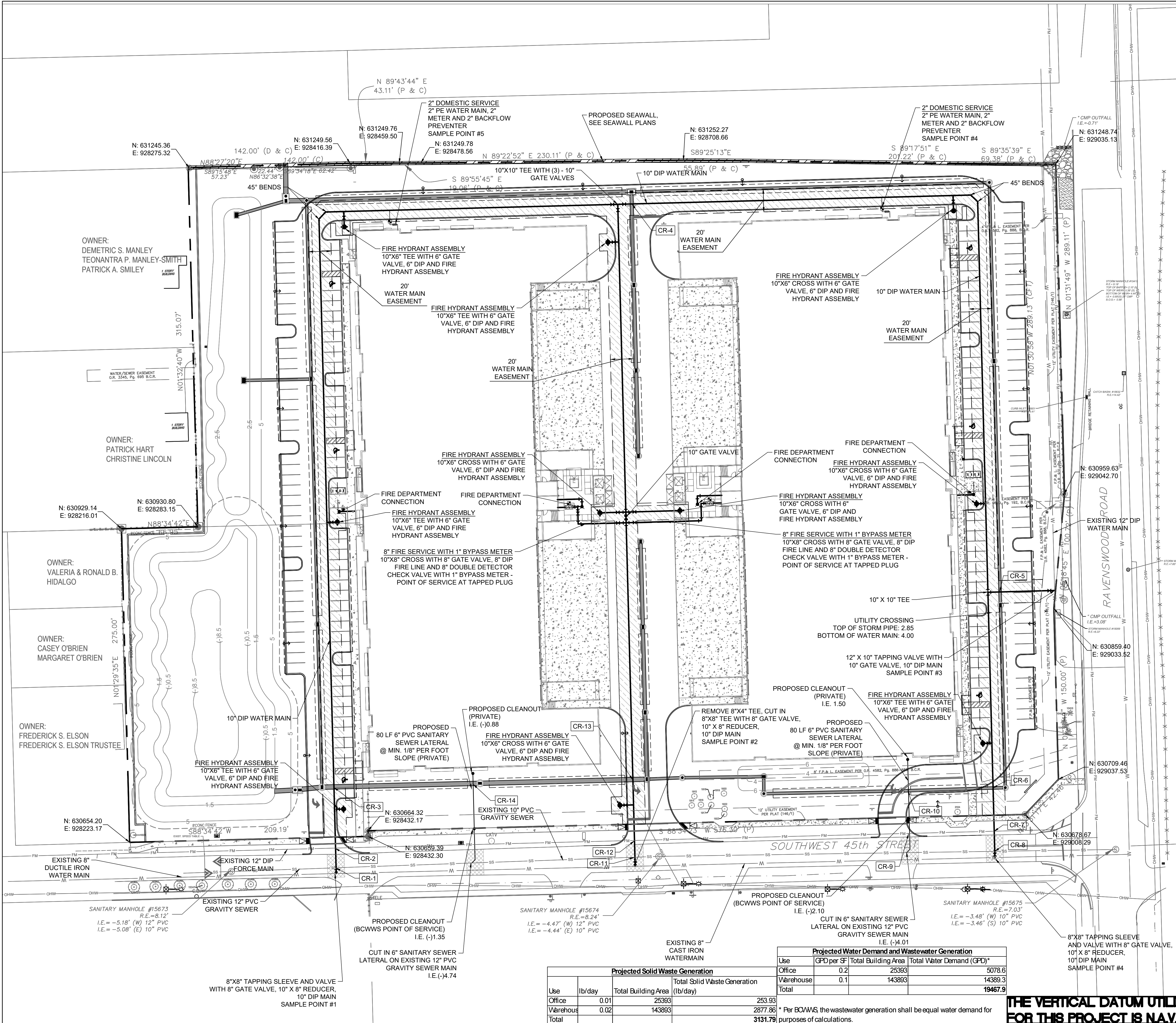
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EXISTING LEGEND

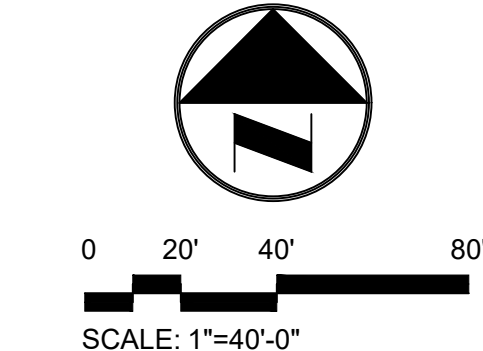
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- STM STORM DRAINAGE
- TEL TELEPHONE WIRES
- TOE TOP OF BANK
- TOE TOE OF SLOPE
- WOOD FENCELINE
- NON-VEHICULAR ACCESS LINE

PROPOSED WATER AND SEWER LEGEND:

- FIRE HYDRANT ASSEMBLY
- GATE VALVE
- WATER METER
- CORPORATION STOP
- REDUCER
- BACKFLOW PREVENTER
- SIAMESE FIRE CONNECTION
- PLUG
- DDCV/ BACKFLOW PREVENTER
- CROSSING CALLOUT
- RIM ELEVATION
- INVERT ELEVATION
- SANITARY SEWER MANHOLE
- CLEANOUT
- SANITARY SEWER PIPE FLOW DIRECTION
- SANITARY (SINGLE) SERVICE
- SANITARY (DOUBLE) SERVICE
- WATER AND SEWER EASEMENT
- PROPOSED PAVEMENT RESTORATION



UTILITY CROSSINGS

- CR-1 FG= 7.90 BOTTOM OF PROP. WATER PIPE: ±3.70 TOP OF EX. SEWER PIPE: (-)4.93
- CR-2 FG= 8.08 BOTTOM OF EX. FORCE MAIN: ±3.70* TOP OF PROP. WATER PIPE: 2.70
- CR-3 FG: 8.70 BOTTOM OF WATER PIPE: 4.70 TOP OF STORM PIPE: 2.98
- CR-4 FG: 5.00 BOTTOM OF STORM PIPE: 0.58 TOP OF WATER PIPE: -0.42
- CR-5 FG: 7.58 BOTTOM OF WATER PIPE: 3.58 TOP OF STORM PIPE: 2.85
- CR-6 FG: 9.10 BOTTOM OF WATER PIPE: 5.10 TOP OF STORM PIPE: 2.92
- CR-7 FG: 7.00 BOTTOM OF EX. FORCE MAIN: 3.00* TOP OF WATER PIPE: 2.00
- CR-8 FG: 7.55 BOTTOM OF EX. SANITARY PIPE: -2.73 TOP OF WATER PIPE: ±3.56
- CR-9 FG: 7.55 BOTTOM OF EX. FORCE MAIN: ±3.10 TOP OF PROP. SANITARY PIPE: (-)2.63
- CR-10 FG: 7.60 BOTTOM OF STORM PIPE: 1.12 TOP OF SANITARY PIPE: 0.12
- CR-11 FG: 8.11 BOTTOM OF WATER PIPE: ±4.10 TOP OF EX. SEWER PIPE: (-)3.34
- CR-12 FG: 7.70 BOTTOM OF EX. FORCE MAIN: ±3.70* TOP OF PROP. WATER PIPE: 2.70
- CR-13 FG: 7.21 BOTTOM OF WATER PIPE: 4.21 TOP OF STORM PIPE: 2.98
- CR-14 FG: 6.00 BOTTOM OF STORM PIPE: 1.25 TOP OF SANITARY PIPE: (-)1.48

*DENOTES ASSUMED ELEVATION. CONTRACTOR TO VERIFY UTILITY ELEVATION PRIOR TO CONSTRUCTION

Projected Solid Waste Generation			
Use	lb/day	Total Building Area	Total Solid Waste Generation (lb/day)
Office	0.01	25393	253.93
Warehouse	0.02	143893	2877.86
Total			3131.79

Projected Water Demand and Wastewater Generation			
Use	GPD per SF	Total Building Area	Total Water Demand (GPD)*
Office	0.2	25393	5078.6
Warehouse	0.1	143893	14389.3
Total			19467.9

* Per BCOWWS, the wastewater generation shall be equal water demand for purposes of calculations.

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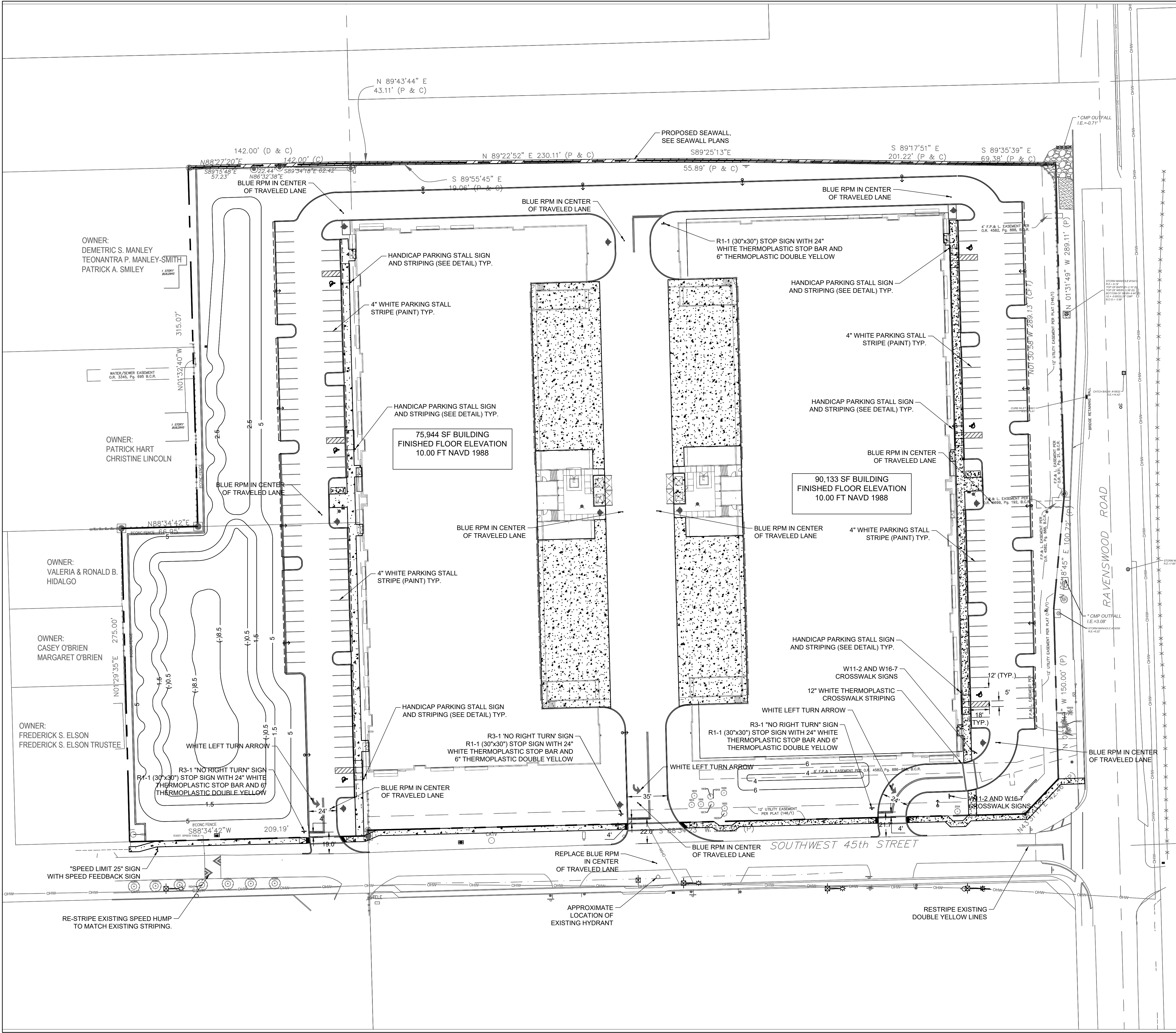
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BANYAN BAY INDUSTRIAL BUSINESS PARK
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PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
WATER & SEWER PLAN

Chad Everett Edwards
Florida P.E. No. 59306
PROJECT NO.
06-0036-006-01
C-06
SHEET 6 OF 17

\\ctarlin02\eng\Projects\2006-0036-006-01-PMS.dwg [C-07] Jan 24, 2025 1:34pm J.SCHULMAN



EXISTING LEGEND

- B.C.R. BROWARD COUNTY RECORDS
- B.O.S. BOTTOM OF STRUCTURE
- CATV CABLE TELEVISION
- C.B. CATCH BASIN
- (CFT) CALCULATED FROM TRAVERSE
- CMP CORRUGATED MANHOLE PIPE
- CONC. CONCRETE
- CLF CHAIN LINK FENCE
- F.F. FINISHED FLOOR
- FOUND FOUND
- I.E. INVERT ELEVATION
- (M) MEASURED
- N&T NAIL & TAB
- OHW OVER HEAD WIRES
- O.R.B. OFFICIAL RECORDS BOOKS
- (P) PLAT
- P.B. PLAT BOOK
- P.C.P. PERMANENT CONTROL POINT
- P.G. PAGE
- RCP REINFORCED CONCRETE PIPE
- R.E. RIM ELEVATION
- R/W RIGHT-OF-WAY

- ANCHOR
- BOLLARD
- BACKFLOW PREVENTOR
- CATCH BASIN
- CENTERLINE
- CONCRETE POWER POLE
- CONCRETE LIGHT POLE
- CURB INLET
- DECORATIVE (YARD) LIGHT POLE
- DOUBLE DETECTOR CHECK VALVE
- DRAINAGE MANHOLE
- ELECTRICAL CONTROL BOX
- ELECTRICAL MANHOLE
- ELECTRICAL METER
- ELECTRICAL OUTLET
- ELECTRICAL PULL BOX
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- FORCE MAIN VALVE
- SPIGOT FAUCET
- IRRIGATION VALVE
- METAL STREET LIGHT POLE
- PEDESTRIAN CROSSING SIGNAL
- SANITARY SEWER MANHOLE
- SANITARY SEWER GLEANOUT
- SGN SIGN
- SPOT ELEVATION
- WOOD DOCK ELEVATION
- SPOT/LANDSCAPE LIGHTING
- TELEPHONE MANHOLE
- TRAFFIC CONTROL BOX
- TRAFFIC POLE
- TRAFFIC PULL BOX
- WATER GATE VALVE
- WOOD POWER POLE
- WOOD STREET LIGHT POLE

- CHAIN LINK FENCE
- FORCE MAIN
- GAS MAIN
- GUARDRAIL
- METAL FENCE
- OVER HEAD WIRES
- SANITARY SEWER MAIN
- STORM DRAINAGE
- TELEPHONE WIRES
- TOP OF BANK
- TOE OF SLOPE
- WOOD FENCELINE
- NON-VEHICULAR ACCESS LINE

NOTES:

- ALL EXISTING PAVEMENT MARKINGS AND SIGNING DISTURBED DUE TO PROPOSED CONSTRUCTION ACTIVITIES SHALL BE REPLACED TO B.C.T.E.D. CURRENT STANDARDS.
- ALL PAVEMENT MARKINGS TO BE ALKYD-BASED THERMOPLASTIC AND FULLY RETRO-REFLECTORIZED, PER SCTED SPECIFICATIONS EXCEPT FOR PARKING STALL STRIPING, WHICH SHALL BE PAINT UNLESS OTHERWISE NOTED ON PLANS.
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS", LATEST EDITION, FBC 2014 5TH EDITION FLORIDA ACCESSIBILITY CODE, AND BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS (LATEST EDITION.)
- EXISTING MARKINGS SHALL BE REMOVED BY WATER BLASTING OR SANDBLASTING ONLY.
- ALL STOP BARS TO BE 4" BEHIND CROSSWALK OR SIDEWALK.
- ALL SIGNAGE SHALL BE HIGH INTENSITY OR BETTER PER BROWARD COUNTY TRAFFIC ENGINEERING DIVISION STANDARDS (LATEST EDITION.)
- BLUE RPM'S SHALL BE INSTALLED AT EACH FIRE HYDRANT ON CENTER OF ADJACENT TRAVEL LANE, BOTH LANES IF CORNER FIRE HYDRANT.
- FIRE HYDRANTS AND FDC'S SHOWN ON PMS PLANS FOR REFERENCE. REFER TO WATER & SEWER PLANS.

THE VERTICAL DATUM UTILIZED FOR THIS PROJECT IS N.A.V.D. 88

Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE:	11/06/2024	BY:	
SCALE:	1" = 40'	DESIGN BY:	EWS
		DRAWN BY:	EWS
		CHECKED BY:	SWS
		APPROVED BY:	SWS

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL: (954) 739-6409
FAX: (954) 739-6409
FLORIDA LICENSED ENGINEERS, SURVEYORS & MAPPING BUSINESS NO. 2771
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

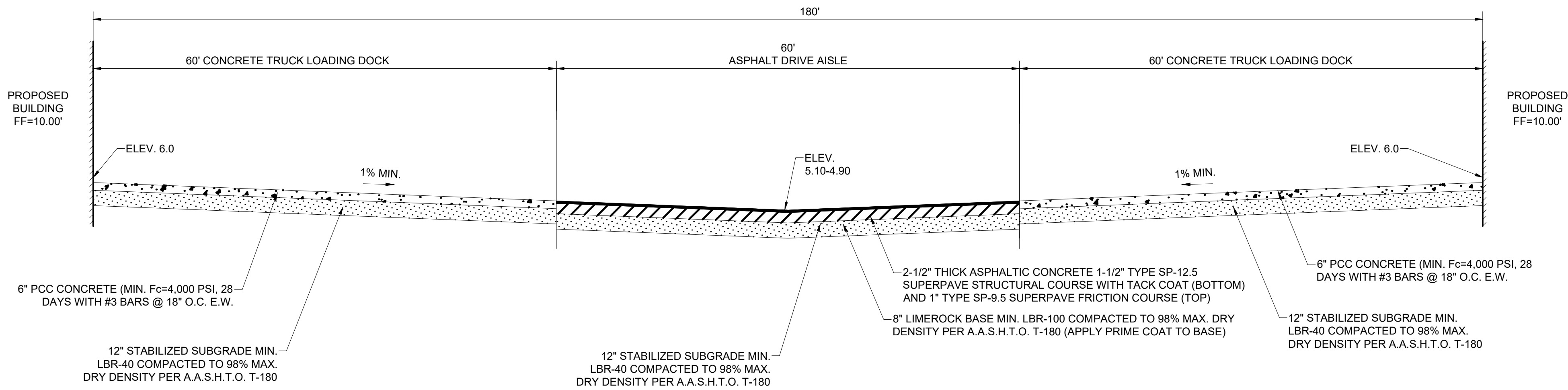
PAVEMENT MARKING & SIGNAGE PLAN

Chad Everett Edwards
Florida P.E. No. 59306

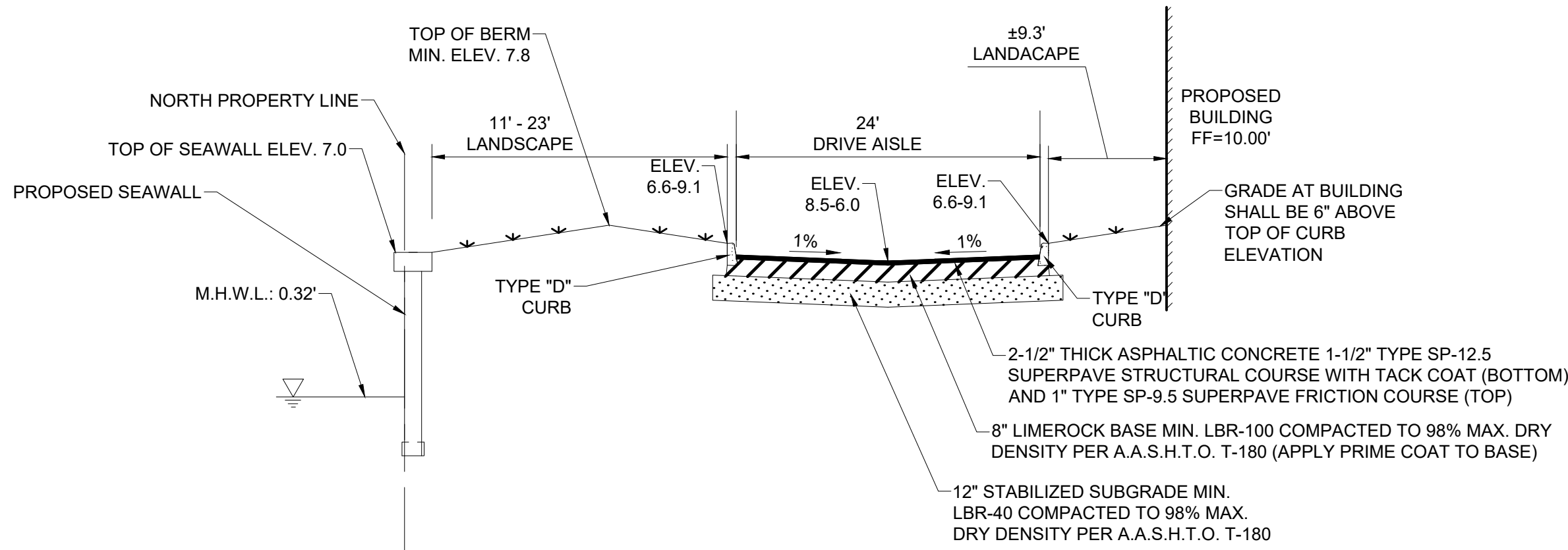
PROJECT NO.
06-0036-006-01

C-07
SHEET 7 OF 17

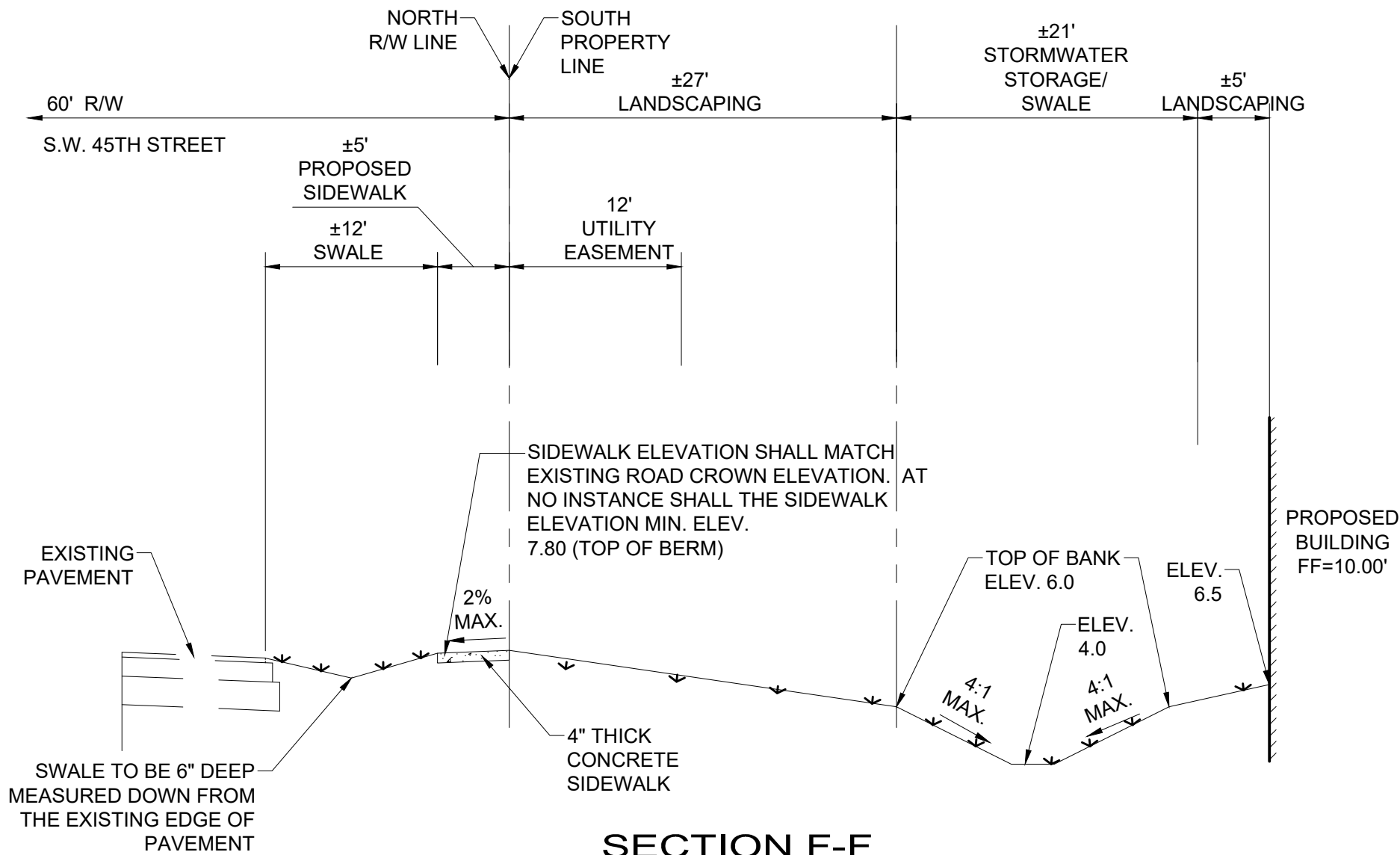
\\ctarlie02\eng\Projects\2006\06-0036-006-01-banyon bay\Drawings\06-0036-006-01-XSEC.dwg [C-10] Jan 24, 2025 1:35pm JSCHULMAN



SECTION D-D
SCALE: N.T.S.



SECTION E-E
SCALE: N.T.S.



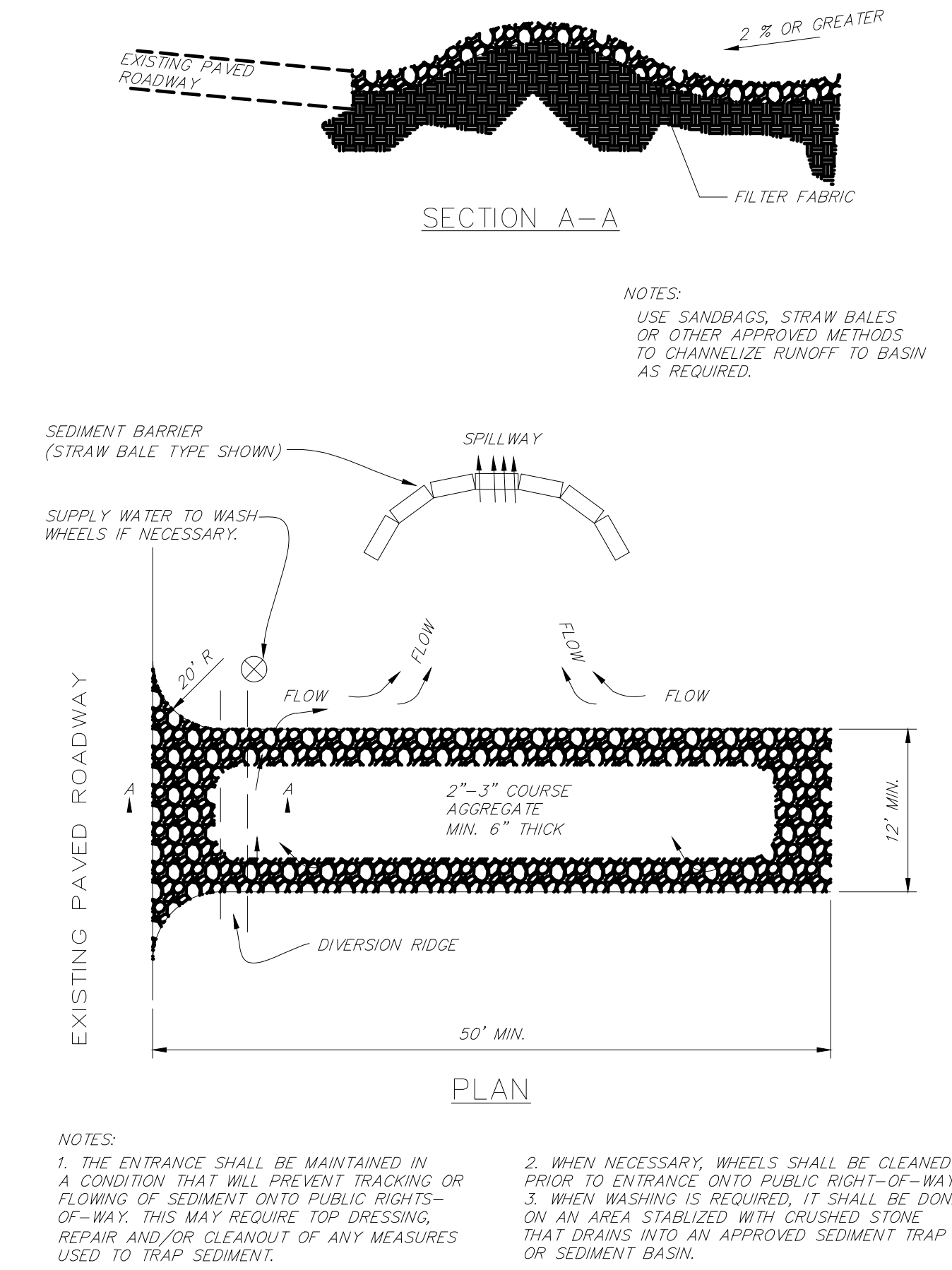
SECTION F-F
SCALE: N.T.S.

THE VERTICAL DATUM UTILIZED
FOR THIS PROJECT IS N.A.V.D. 88

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business days before digging to have utilities
located and marked.
Check positive response codes before you dig!

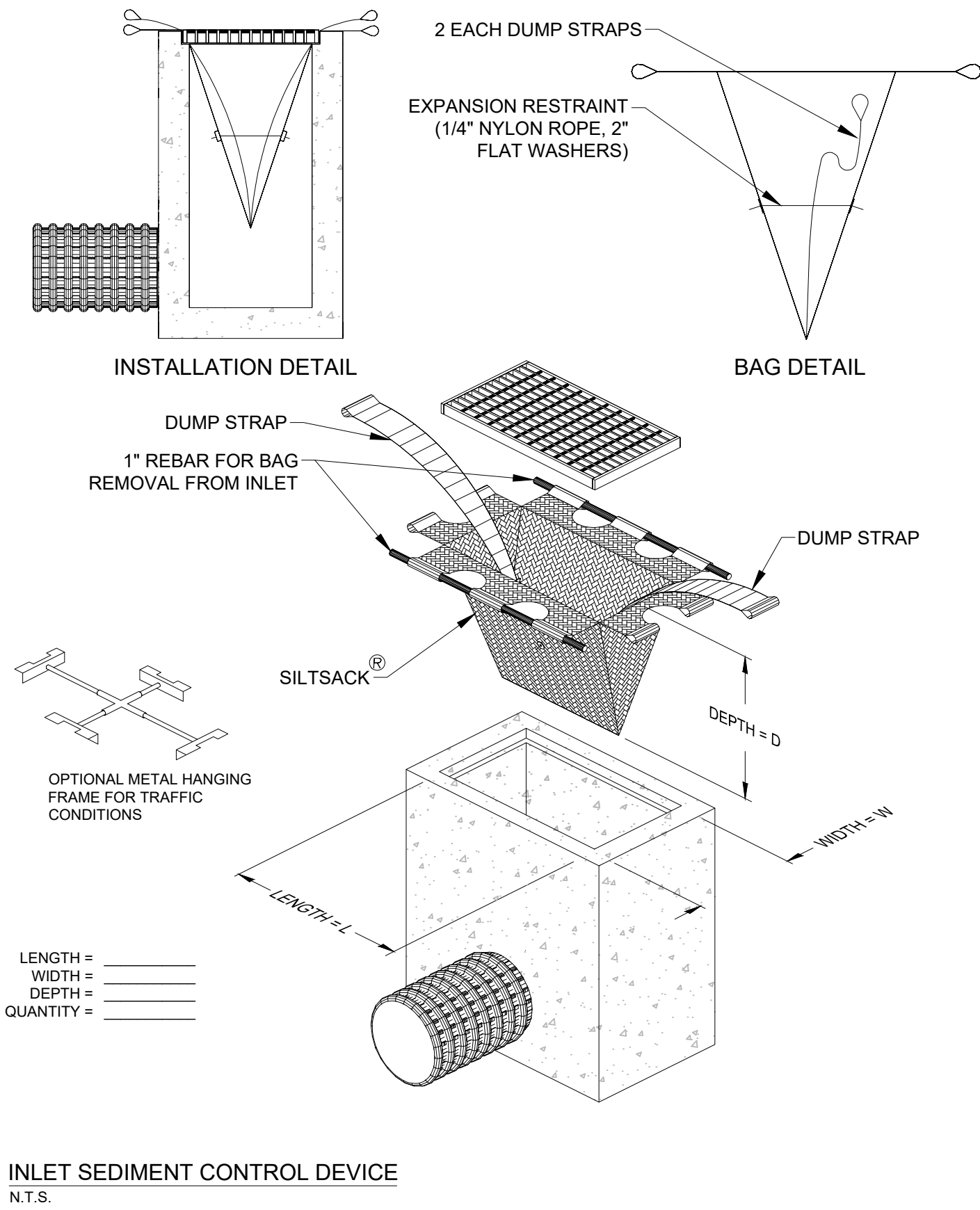
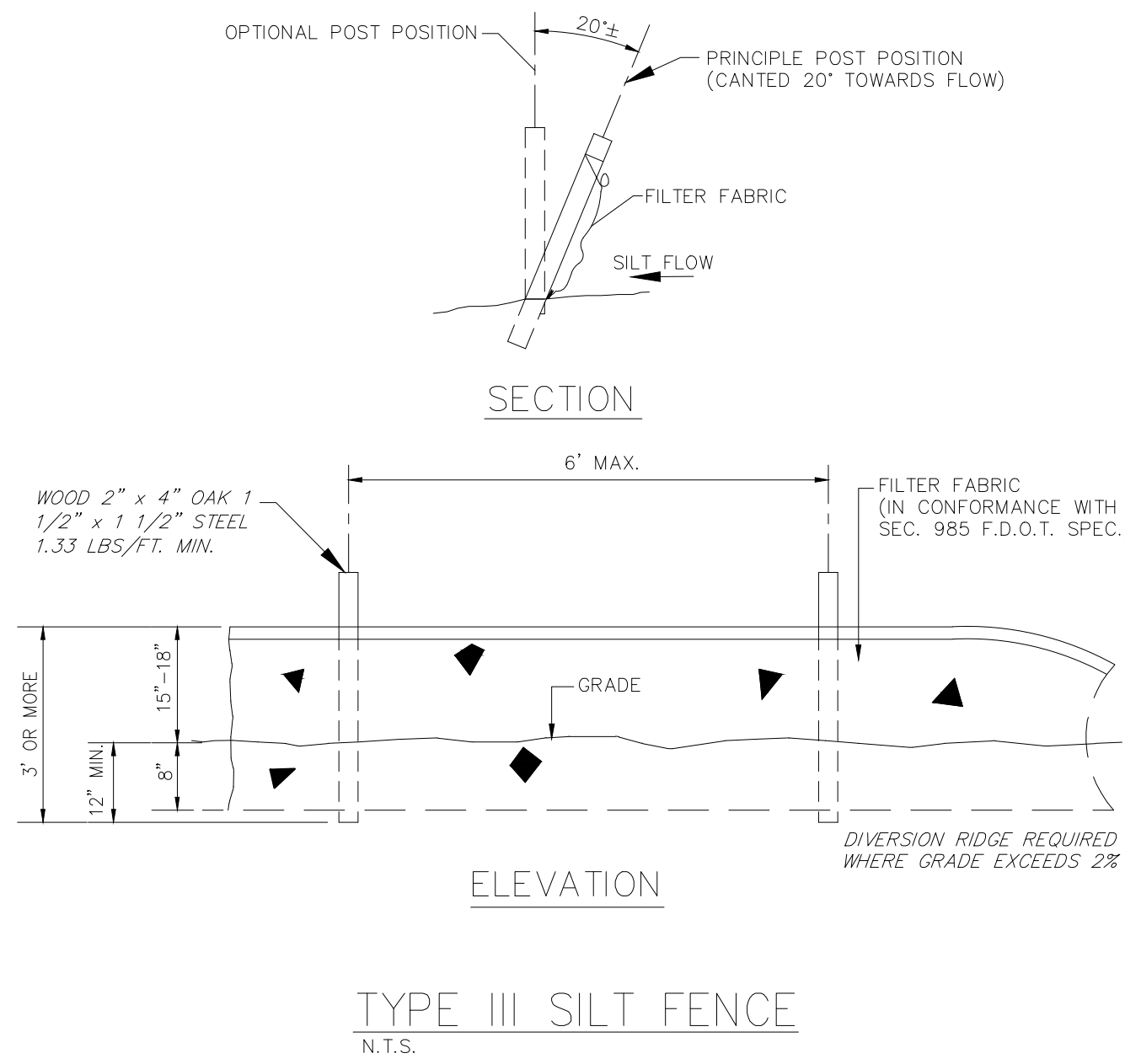
DATE:	11/06/2024	DATE:	
SCALE:	AS NOTED	DATE:	
DESIGN BY:	EWS	DATE:	
DRAWN BY:	EWS	DATE:	
CHECKED BY:	SWS	DATE:	
APPROVED BY:	SWS	DATE:	
DESCRIPTION:			
CRAVEN - THOMPSON AND ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYORS 3963 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERS, SURVEYORS & PLANNERS BUSINESS NO. 2771 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014 CRAVEN - THOMPSON AND ASSOCIATES, INC. AND SHALL NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF CRAVEN - THOMPSON & ASSOCIATES, INC. CRAVEN - THOMPSON & ASSOCIATES, INC. 11/20/2024			
BANYAN BAY INDUSTRIAL BUSINESS PARK 4491 ANGLERS AVE DANIA BEACH, FL 33312 PREPARED FOR: CONSTELLATION REAL ESTATE PARTNERS CROSS SECTIONS			
Chad Everett Edwards Florida P.E. No. 59306 ---			
PROJECT NO. 06-0036-006-01			
C-10 SHEET 10 OF 17			

\\ctarlin02\eng\Projects\2006\06-0036-006-01-PGDD.dwg [C-13] Jan 24, 2025 1:36pm -SCHULMAN

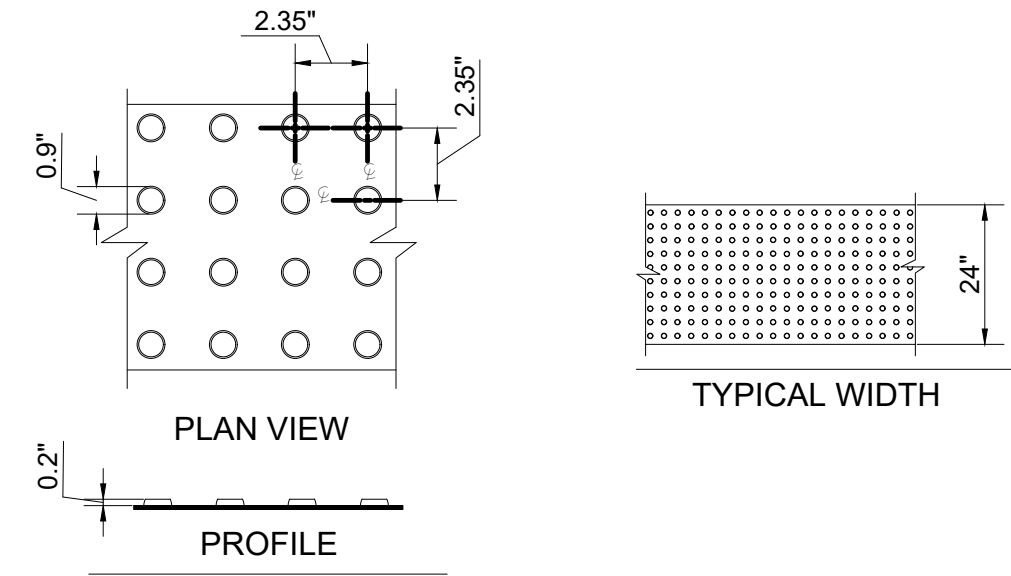


TEMPORARY GRAVEL CONSTRUCTION ENTRANCE

N.T.S.



CAST-IN-PLACE ARMOR-TILE TO BE USED FOR ALL DETECTABLE WARNINGS



DETECTABLE WARNING SURFACES SHALL CONFORM WITH THE DRAFT GUIDELINES FOR ACCESSIBLE PUBLIC RIGHTS-OF-WAY (JUNE 17, 2002).

1108.1 GENERAL. DETECTABLE WARNINGS SHALL CONSIST OF A SURFACE OF TRUNCATED DOMES ALIGNED IN A SQUARE GRID PATTERN AND SHALL COMPLY WITH 1108.

1108.1.1 DOME SIZE. TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL HAVE A BASE DIAMETER OF 0.9 INCHES (23 MM) MINIMUM TO 1.4 INCHES (36 MM) MAXIMUM, A TOP DIAMETER OF 50% OF THE BASE DIAMETER MINIMUM TO 65% OF THE BASE DIAMETER MAXIMUM, AND A HEIGHT OF 0.2 INCHES (5 MM).

1108.1.2 DOME SPACING. TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL HAVE A CENTER-TO-CENTER SPACING OF 1.6 INCHES (41 MM) MINIMUM AND 2.4 INCHES (61 MM) MAXIMUM, AND A BASE-TO-BASE SPACING OF 0.65 INCHES (16 MM) MINIMUM, MEASURED BETWEEN THE MOST ADJACENT DOMES ON SQUARE GRID.

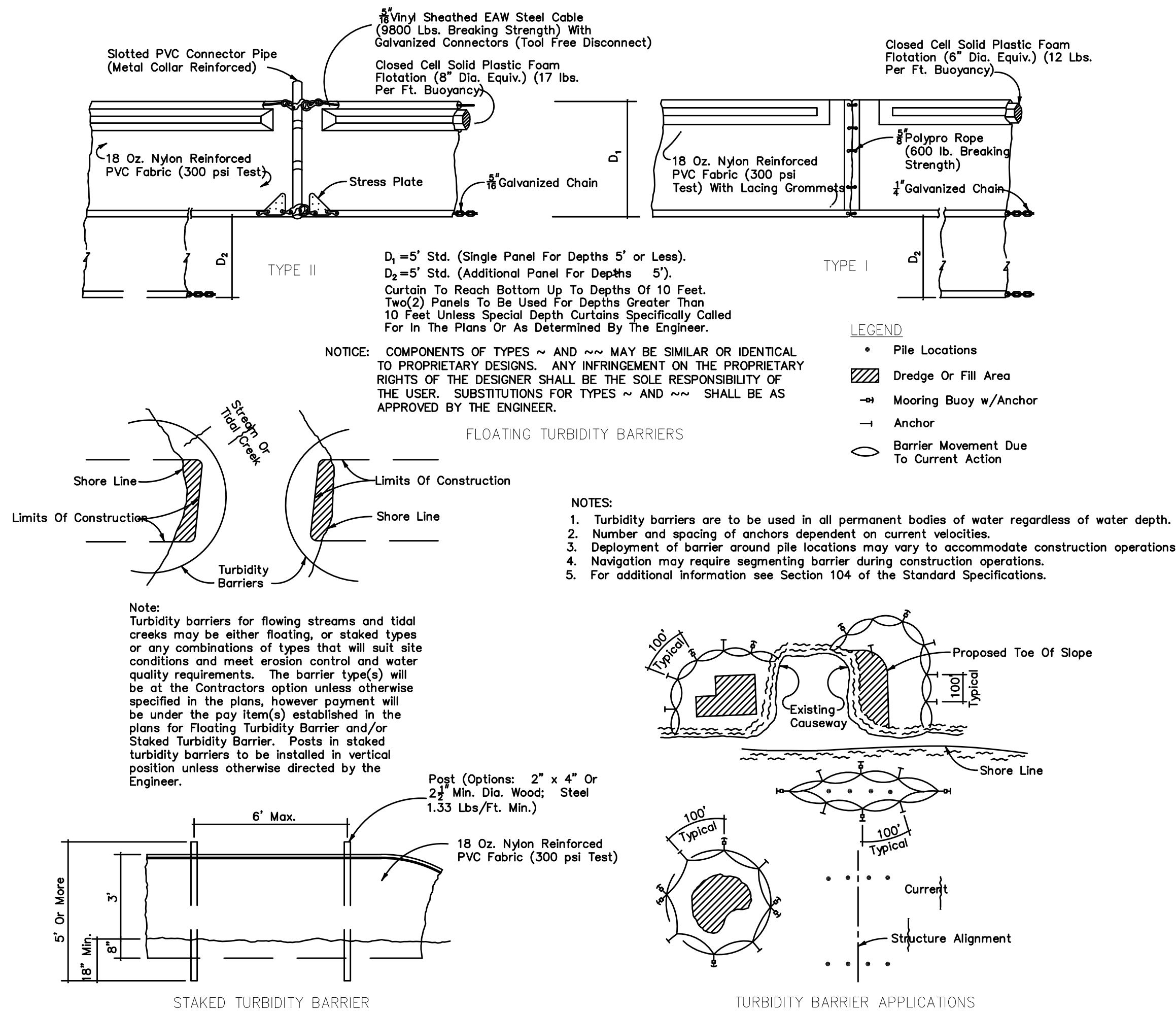
1108.1.3 CONTRAST. DETECTABLE WARNING SURFACES SHALL CONTRAST VISUALLY WITH ADJACENT WALKING SURFACES EITHER LIGHT-ON-DARK, OR DARK-ON-LIGHT.

1108.1.4 SIZE. DETECTABLE WARNING SURFACES SHALL EXTEND 24 INCHES (610 MM) MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP, LANDING, OR BLENDED TRANSITION.

DETECTABLE WARNING – TRUNCATED DOME

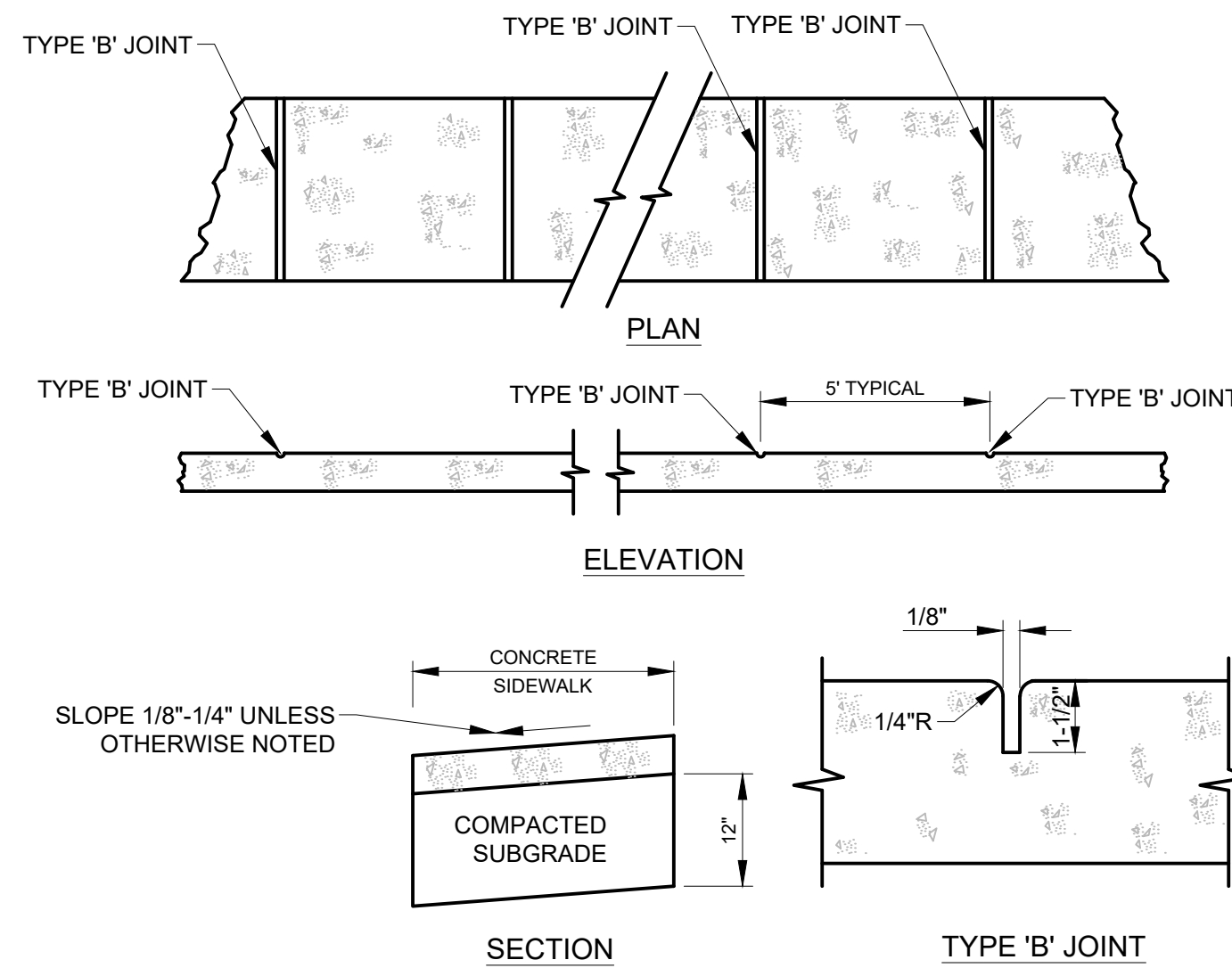
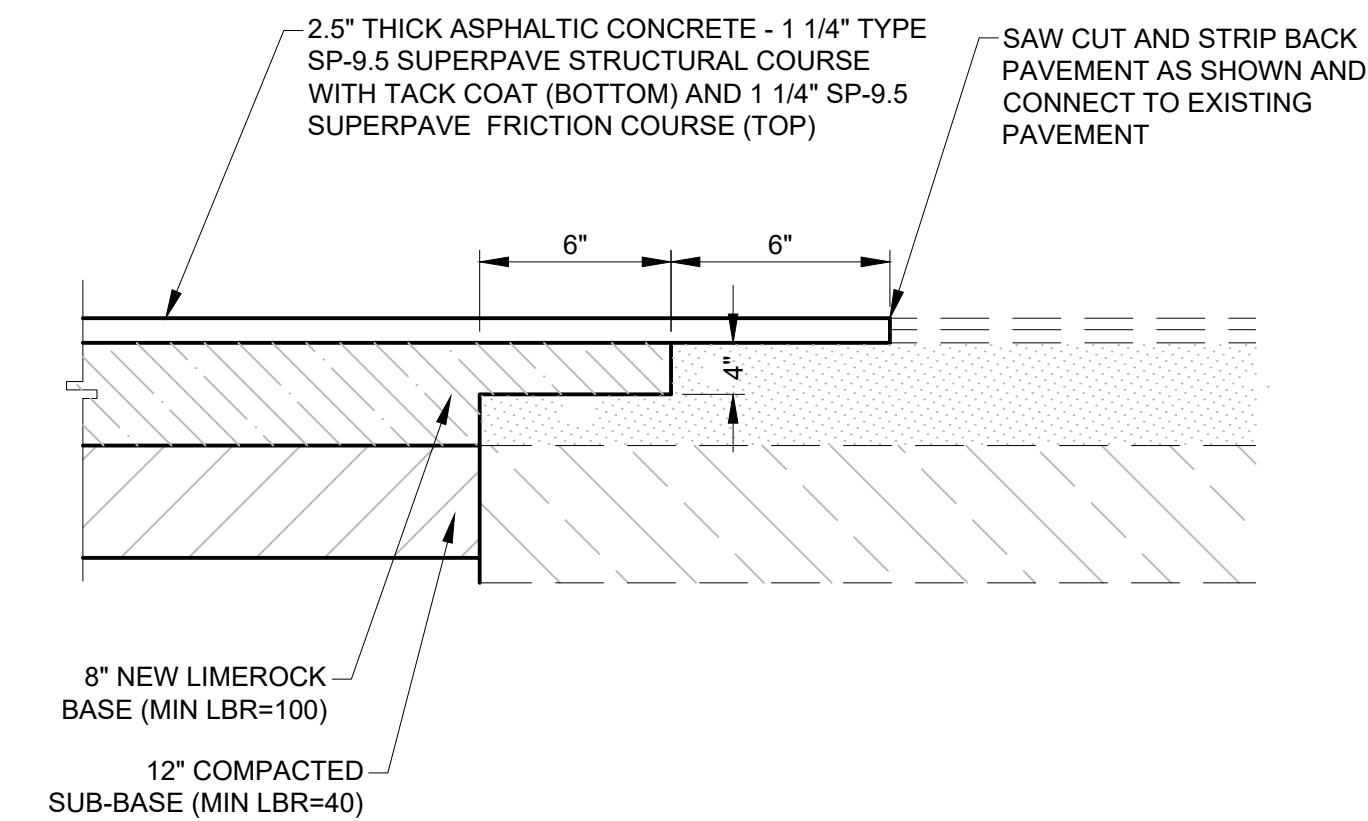
SCALE: NONE (IN RIGHT OF WAY)

NOTE:
ALL DETECTABLE WARNING SURFACES ON PRIVATE PROPERTY
REQUIRED BY THE CODE SHALL BE COVERED BY THE
REQUIREMENTS OF ANSI A117.1-1986. DETECTABLE WARNING
TEXTURES ON WALKING SURFACES SHALL CONSIST OF EXPOSED
AGGREGATE CONCRETE, CUSHIONED SURFACES MADE OF RUBBER
OR PLASTIC, OR RAISED STRIPS. TEXTURES SHALL CONTRAST
WITH THAT OF SURROUNDING SURFACE.



TURBIDITY BARRIERS

SCALE: NONE



- NOTES:
1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS AND BROWARD COUNTY R/W WHERE THE THICKNESS SHALL BE 6".
 2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180.
 3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS.

TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
"B"	5 FEET CENTER TO CENTER ON SIDEWALKS.

SIDEWALK DETAILS

SCALE: N.T.S.

THE VERTICAL DATUM UTILIZED FOR THIS PROJECT IS N.A.V.D. 88

DATE:	11/06/2024
SCALE:	AS NOTED
DESIGN BY:	EWS
DRAWN BY:	EWS
CHECKED BY:	SWS
APPROVED BY:	SWS
BY:	DATE:

Craven • Thompson and Associates, Inc.
ENGINEERS • PLANNERS • SURVEYORS

3963 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERS, SURVEYORS & PLANNERS BUSINESS NO. 2771
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

MATERIAL SHOWN HEREIN IS THE PROPERTY OF CRAVEN, THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. © 2015

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4491 ANGLERS AVE
DANIA BEACH, FL 33312

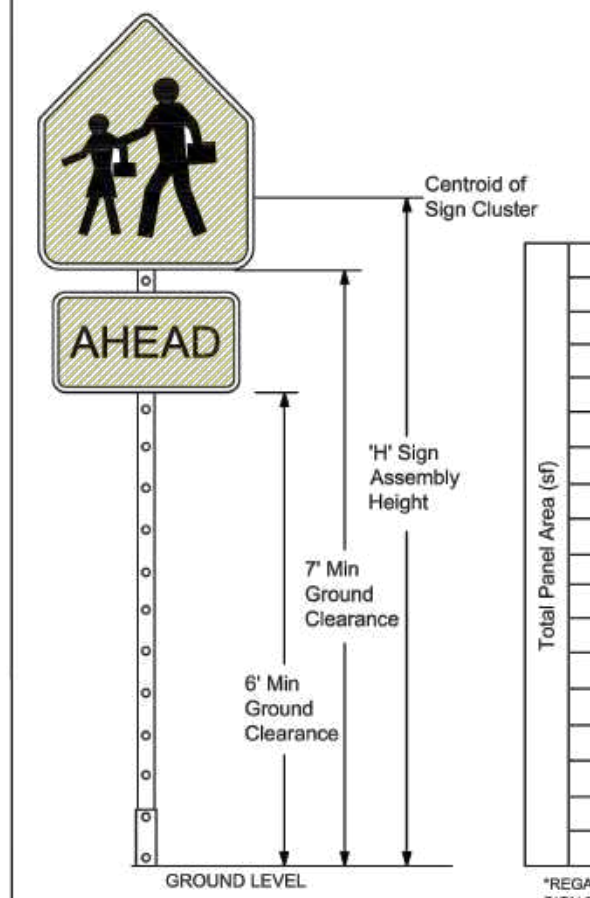
PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

PAVING, GRADING & DRAINAGE DETAILS

Chad Everett Edwards
Florida P.E. No. 59306

PROJECT NO.
06-0036-006-01

C-13
SHEET 13 OF 17



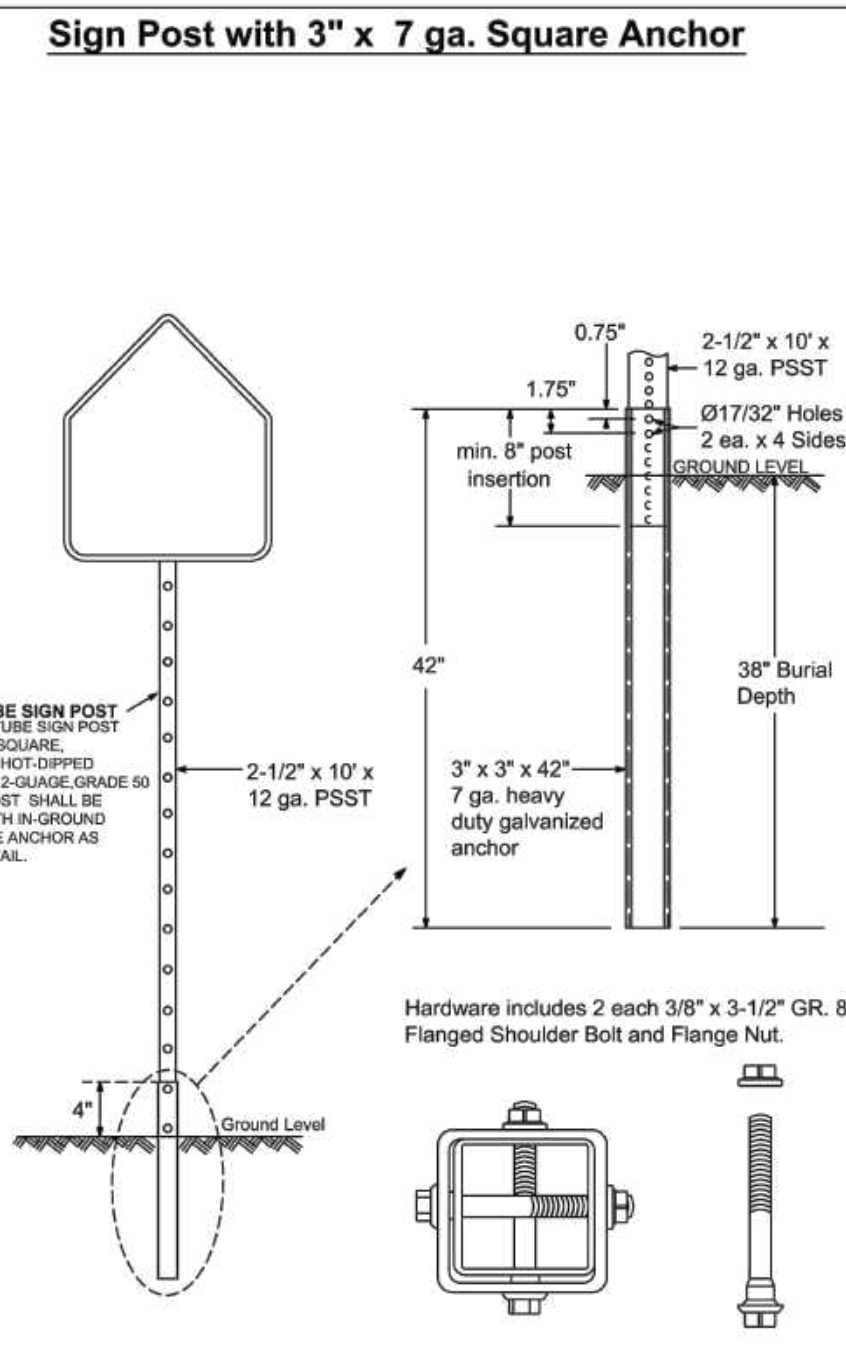
H'S Sign Assembly Height (ft) (measure from ground)	Post Size				
	8	6.5	9	9.5	10
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20+					

NOTES: HEIGHT OF POST SIZE TABLE: IF A PANEL IS EQUAL TO OR GREATER THAN 10 FT IN PANEL A TWO POST INSTALLATION REQUIRED WITH A TRIANGULAR SIP BASE.

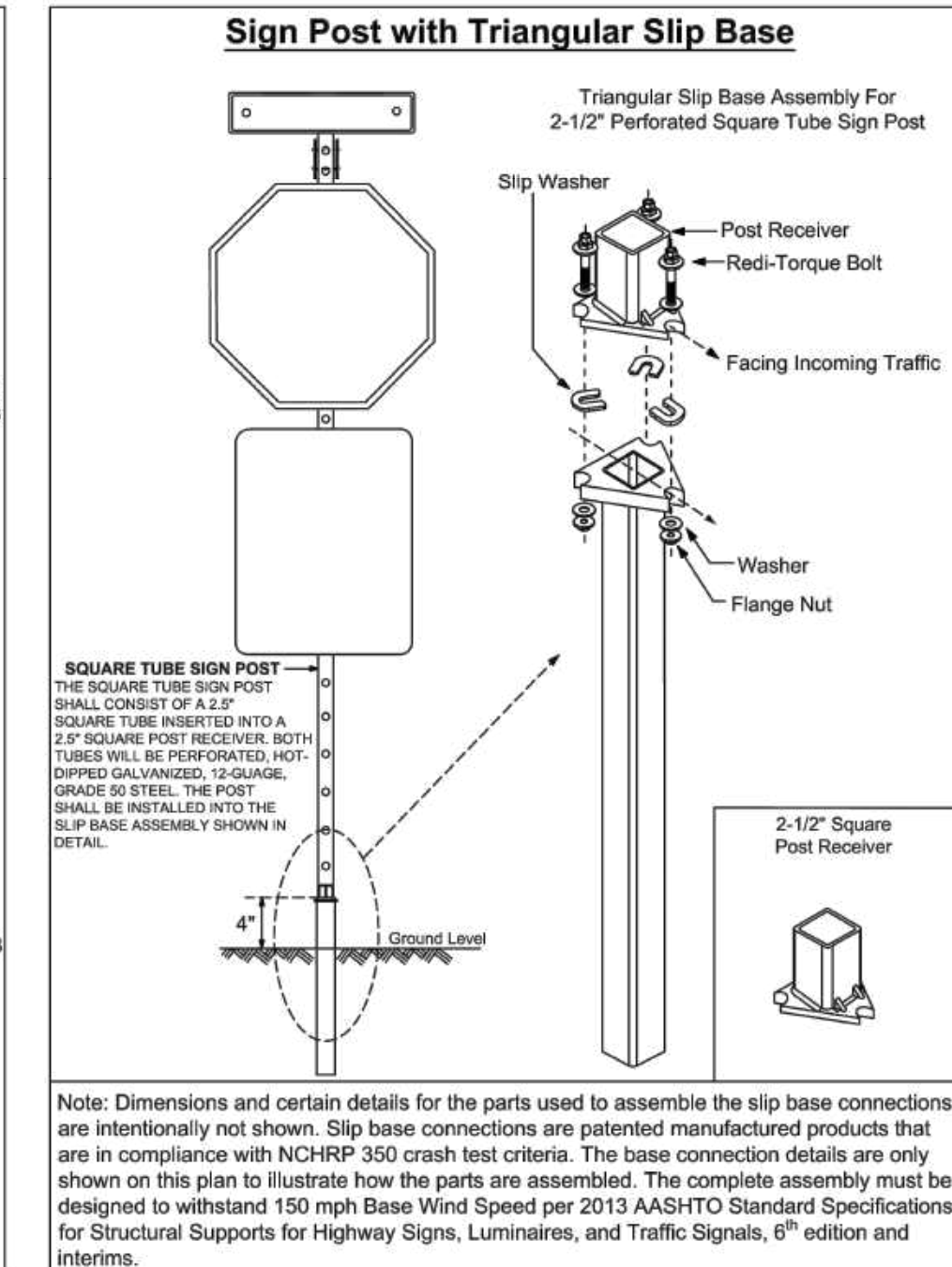


BROWARD
COUNTY
FLORIDA

SQUARE TUBES SHALL BE 2.5" SCHEDULE 40, GALVANIZED, 1" THICK. THE PORTS SHALL BE INSTALLED WITH A 1" DIA. SLEEVE AND WELDED DOWN IN DETAIL.

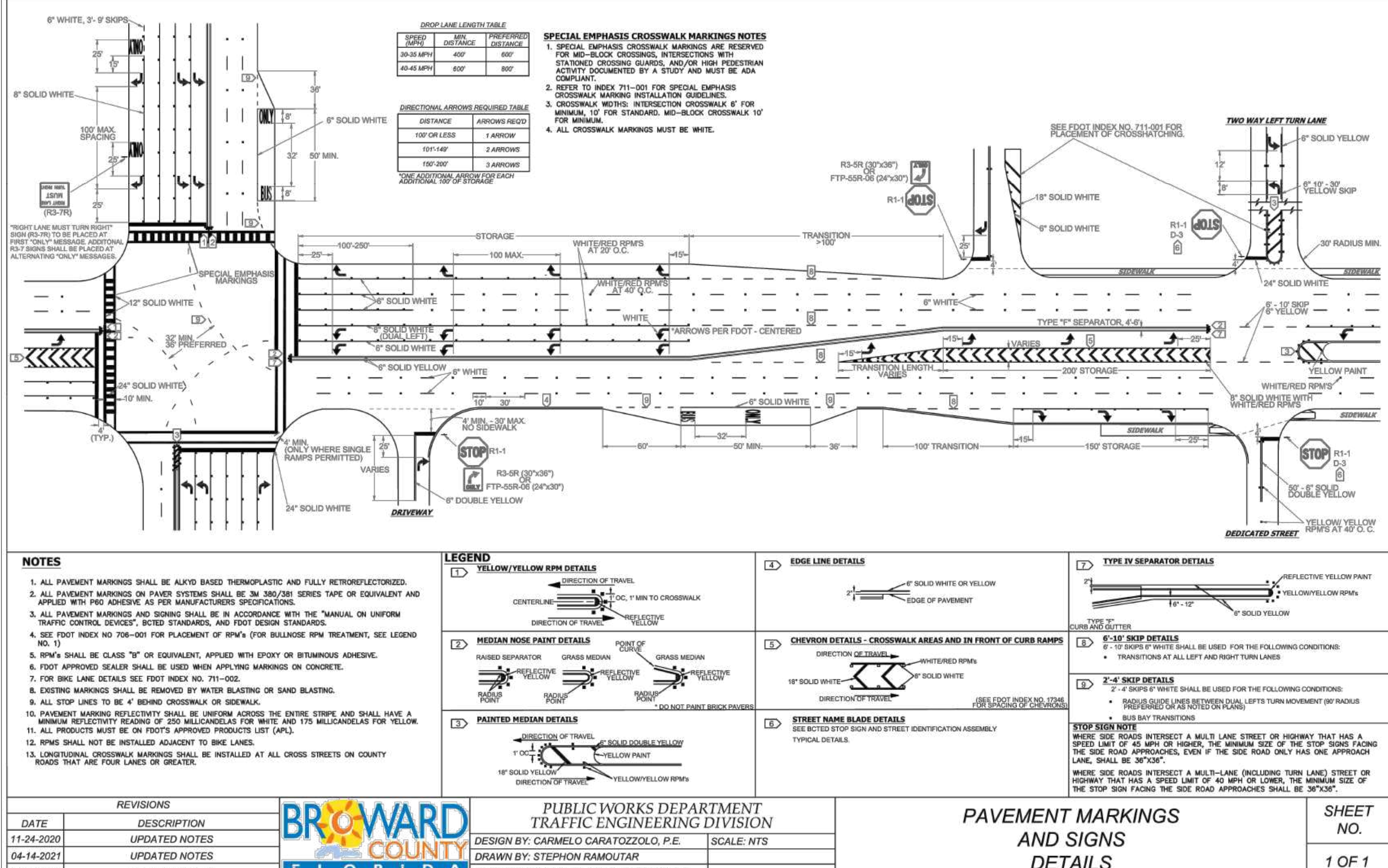


PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION	
DESIGN BY: YVES D'ANJOU, P.E.	SCALE: NTS
DRAWN BY: STEPHON RAMOUTAR	
CHECKED BY: ANDREW SEBO, P.E., PTOE	



Note: Dimensions and certain details for the parts used to assemble the slip base connections are intentionally not shown. Slip base connections are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. The base connection details are only shown on this plan to illustrate how the parts are assembled. The complete assembly must be designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th edition and interims.

GROUND SIGN ASSEMBLY DETAILS	SHEET NO.
	1 OF 1

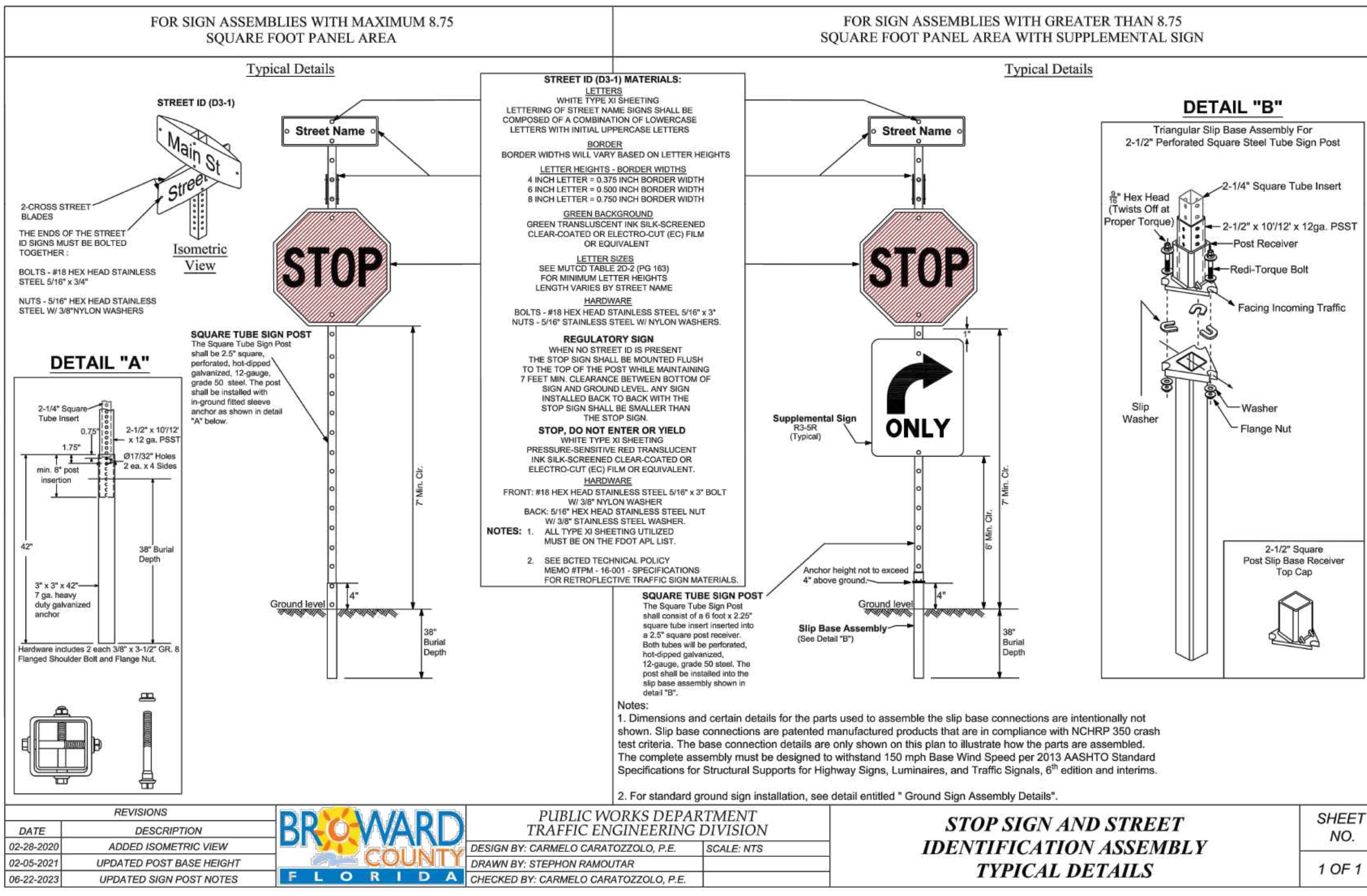


REVISIONS			PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION	
DATE	DESCRIPTION		DESIGN BY: CARMELO CARATOZZOLO, P.E. DRAWN BY: STEPHON RAMOULTOR	SCALE: NTS
11-24-2020	UPDATED NOTES			
04-14-2021	UPDATED NOTES			

PAVEMENT MARKINGS AND SIGNS DETAILS

**SHEET
NO.**

1 OF 1



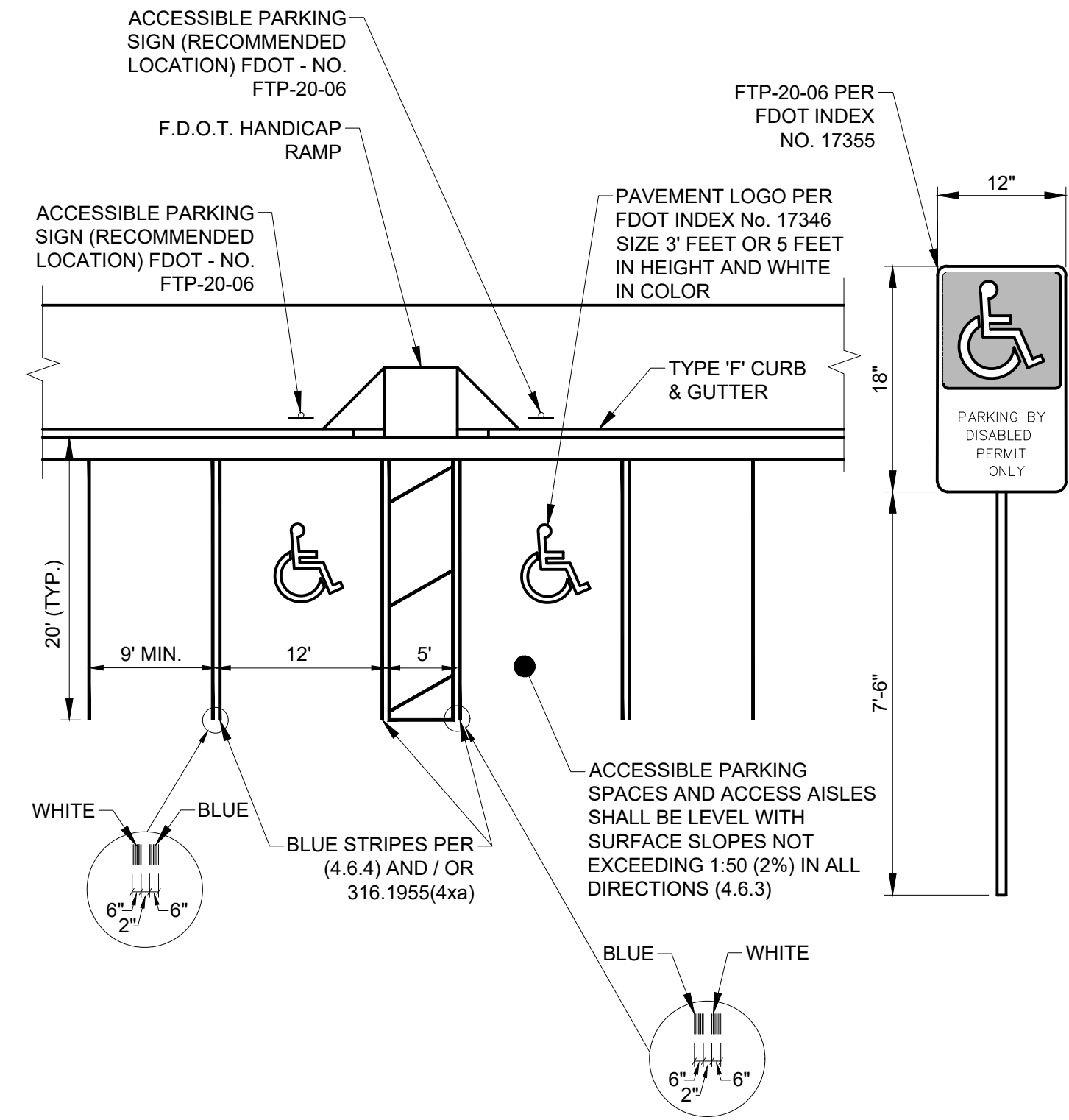
REVISIONS	
DATE	DESCRIPTION
02-26-2020	ADDED ISOMETRIC VIEW
02-05-2021	UPDATED POST BASE HEIGHT
06-22-2023	UPDATED SIGN POST NOTES



PUBLIC WORKS DEPARTMENT TRAFFIC ENGINEERING DIVISION	
DESIGN BY: CARMELO CARATTOZZOLO, P.E.	SCALE: NTS
DRAWN BY: STEPHON RAMOUTAR	
CHECKED BY: CARMELO CARATTOZZOLO, P.E.	

Details for the parts used to assemble the slip base connections are intentionally not shown. These are patented manufactured products that are in compliance with NCHRP 350 crash test criteria. Details are only shown on this plan to illustrate how the parts are assembled. The slip base is designed to withstand 150 mph Base Wind Speed per 2013 AASHTO Standard Specifications for Highway Signs, Luminaires, and Traffic Signals, 6th edition and interims.

STOP SIGN AND STREET IDENTIFICATION ASSEMBLY TYPICAL DETAILS	SHEET NO.
	1 OF 1



ACCESSIBLE PARKING SPACE COMPLYING WITH FLORIDA AND ADA REQUIREMENTS

SCALE: N.T.S.

\\ctaria02\eng\Projects\2006\06-0036-006-01-WSD.dwg [C-14] Jan 24, 2025 1:36pm JSCHULMAN

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



- PRIOR TO BEGINNING ANY WORK, CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES THAT HAVE FACILITIES WITHIN THE PROJECT AREA.
- THE ABOVE NOTICE SHALL APPEAR ON THE COVER SHEET OF ALL CONSTRUCTION PLANS SUBMITTED TO THE COUNTY.

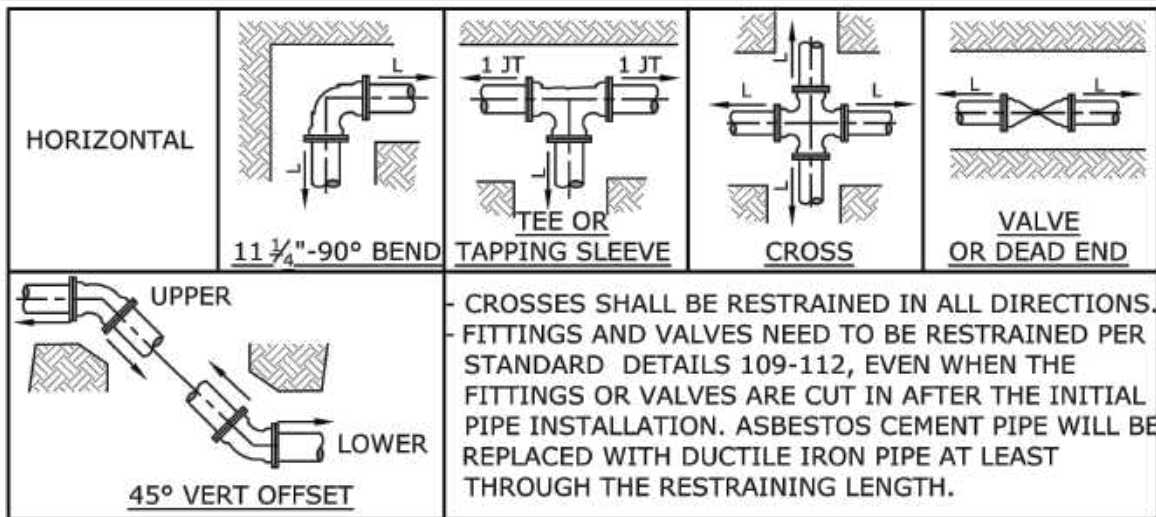
UTILITY LOCATES

FIGURE
101

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



DUCTILE IRON PIPE							45° VERTICAL OFFSET (FEET)	
Diameter	11 1/4"	22 1/2"	45"	90"	Tee or Cross	Valves and Dead End	UPPER	LOWER
4"	1	2	4	10	7	20	9	4
6"	2	3	6	14	15	28	12	5
8"	2	4	8	17	23	37	16	7
10"	2	5	9	21	30	44	19	8
12"	3	5	10	24	38	52	22	9

PVC PIPE							45° VERTICAL OFFSET (FEET)	
Diameter	11 1/4"	22 1/2"	45"	90"	Tee or Cross	Valves and Dead End	UPPER	LOWER
4"	2	3	5	12	11	32	14	5
6"	2	4	7	16	23	45	19	6
8"	3	5	9	21	37	59	25	8
10"	3	5	11	25	48	71	30	9
12"	3	6	12	29	61	83	35	11

THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH THRUST RESTRAINT CALCULATOR V7.2 BY EBAA IRON WITH THE FOLLOWING ASSUMPTIONS:
SOIL CONDITIONS: SW OR GW; NOMINAL SIZE EQUALS BRANCH SIZE; LENGTH ALONG RUN EQUALS 4 FEET
LAYING CONDITION: 4, SAND BEDDING, BACKFILL COMPACTED > 80%; VERTICAL LOW SIDE DEPTH EQUALS 3.5 FEET
MINIMUM COVER: 3.0 FT SAFETY FACTOR: 1.5 BARE PIPE (NO POLY WRAP)
IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY WWS.
FOR PIPE LARGER THAN INCLUDED IN THE ABOVE TABLES, ENGINEER OF RECORD SHALL SUBMIT CALCULATIONS FOR EACH JOINT REQUIRING RESTRAINT.

SINGLE FITTING RESTRAINED JOINT
150 PSI TEST PRESSURE

RESTRAINED JOINT
REQUIREMENTS SINGLE FITTING

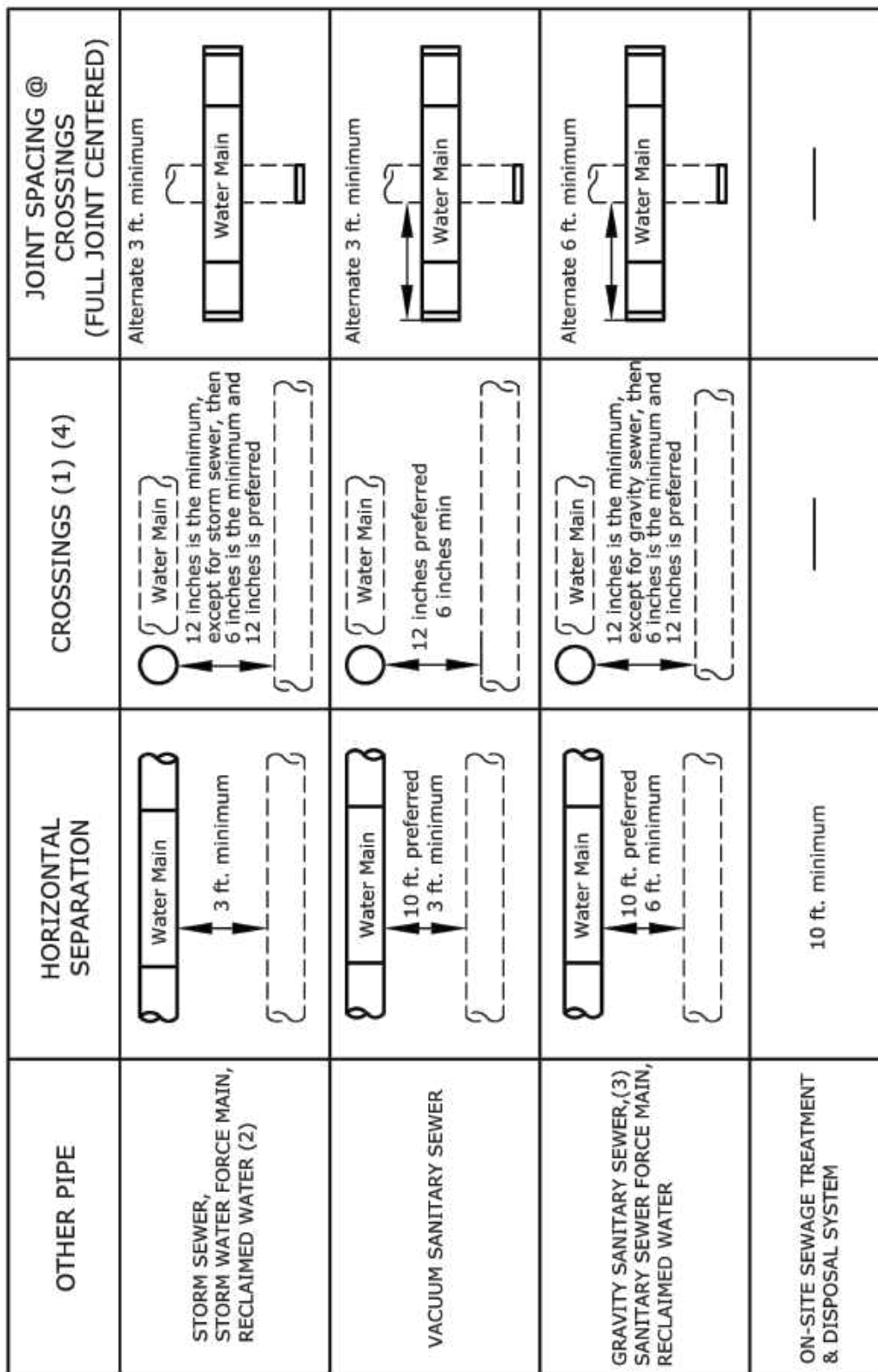
FIGURE
109

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

WATER MAIN SEPARATION IN ACCORDANCE WITH F.A.C. RULE 62-555.314



- WATER MAIN SHOULD CROSS ABOVE OTHER PIPE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 12 INCHES.
- RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.
- RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(4) 18" VERTICAL MINIMUM SEPARATION REQUIRED BY WWS, UNLESS OTHERWISE APPROVED.

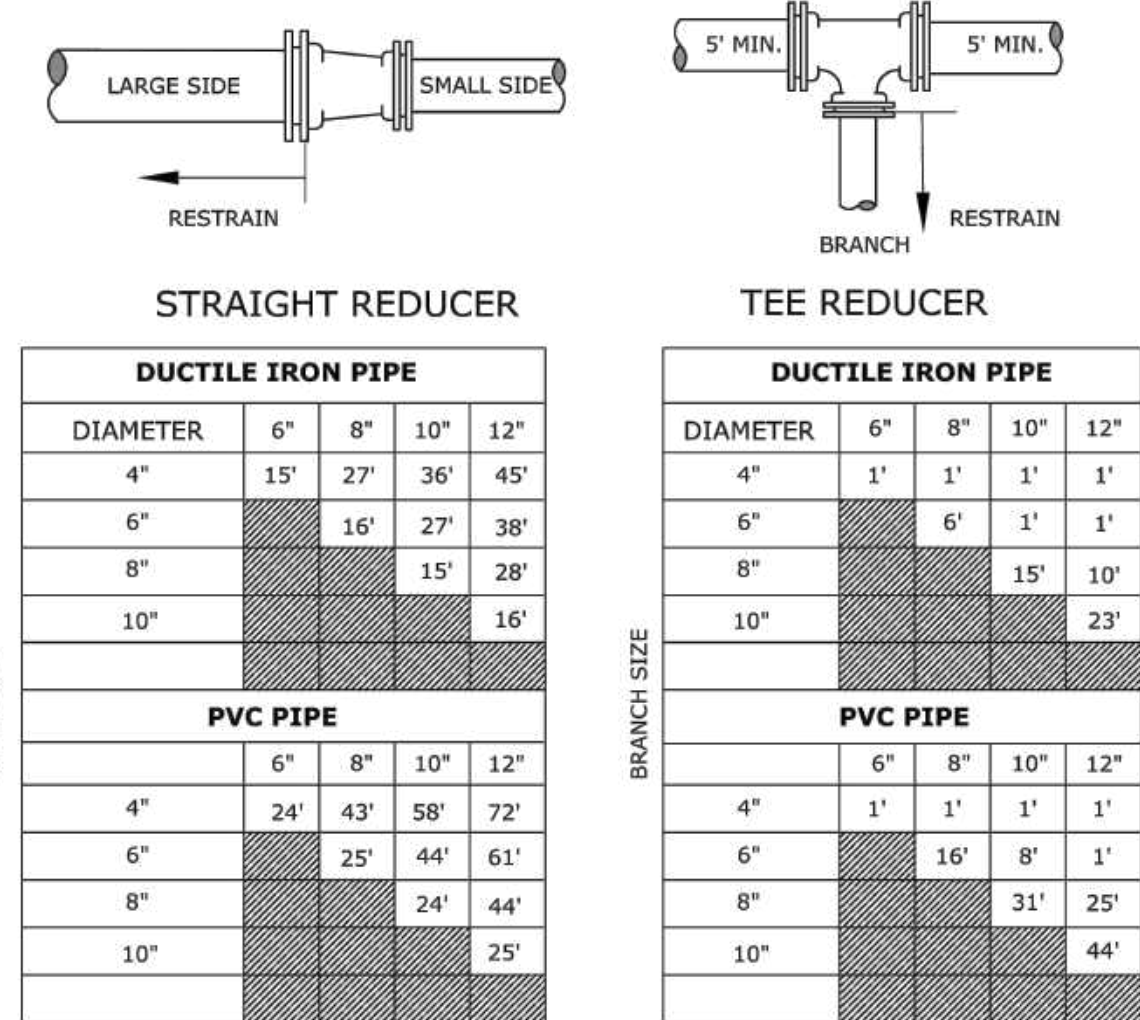
WATER MAIN SEPARATION

FIGURE
105

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



THE NOTED REQUIREMENTS WERE CALCULATED IN ACCORDANCE WITH THRUST RESTRAINT CALCULATOR V7.2 BY EBAA IRON WITH THE FOLLOWING ASSUMPTIONS:
SOIL CONDITIONS: SW OR GW; LENGTH ALONG RUN EQUALS 4 FEET
LAYING CONDITION: 4, SAND BEDDING, BACKFILL COMPACTED > 80%; VERTICAL LOW SIDE DEPTH EQUALS 3.5 FEET
MINIMUM COVER: 3.0 FT SAFETY FACTOR: 1.5 BARE PIPE (NO POLY WRAP)
IF FIELD CONDITIONS DIFFER FROM THE ABOVE, CONTRACTOR SHALL NOTIFY WWS.
FOR PIPE LARGER THAN INCLUDED IN THE ABOVE TABLES, ENGINEER OF RECORD SHALL SUBMIT CALCULATIONS FOR EACH JOINT REQUIRING RESTRAINT.

RESTRAINED REDUCING FITTING
150 PSI TEST PRESSURE

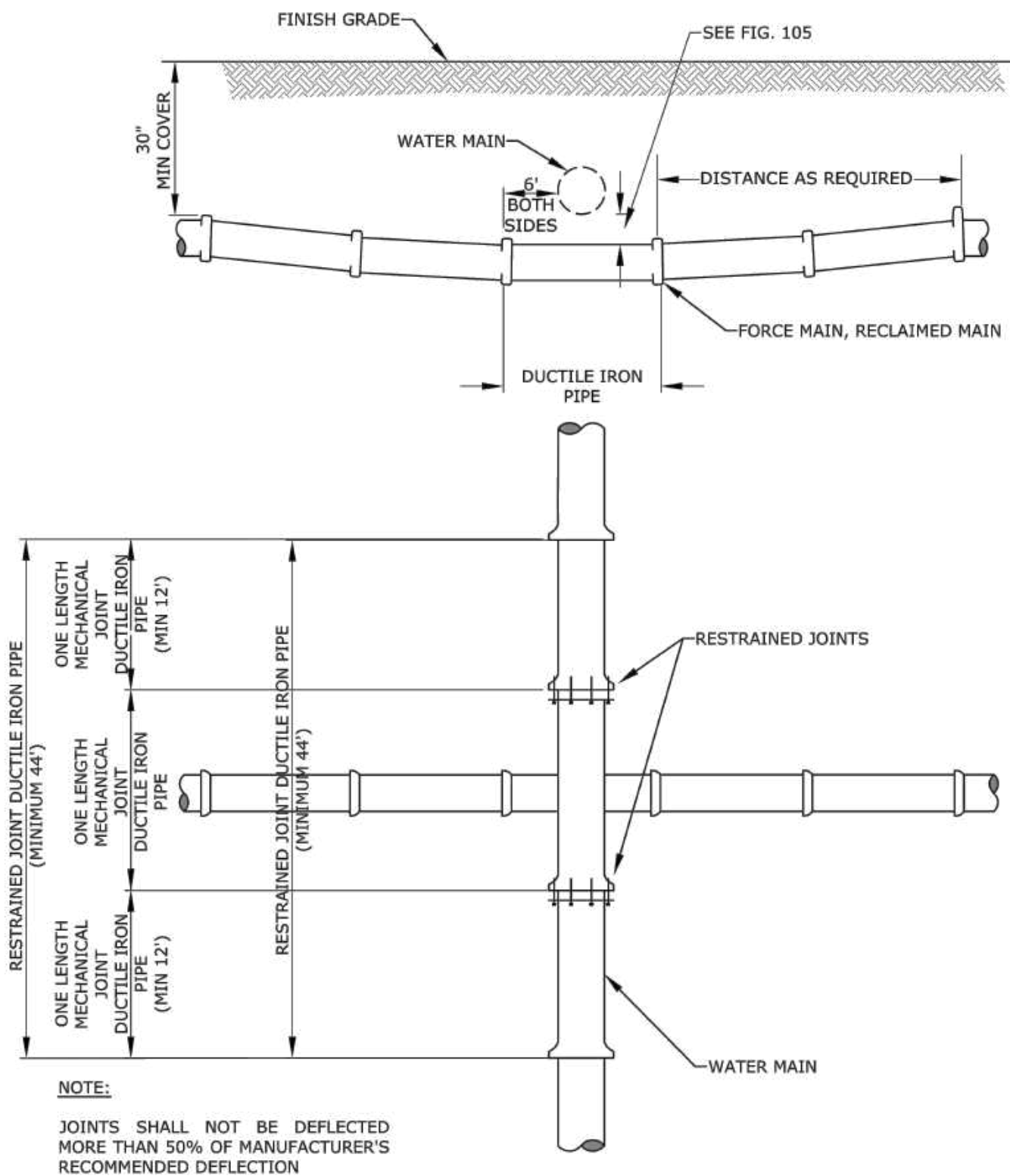
RESTRAINED JOINT
REQUIREMENTS REDUCING FITTINGS

FIGURE
112

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



NOTE:
JOINTS SHALL NOT BE DEFLECTED MORE THAN 50% OF MANUFACTURER'S RECOMMENDED DEFLECTION

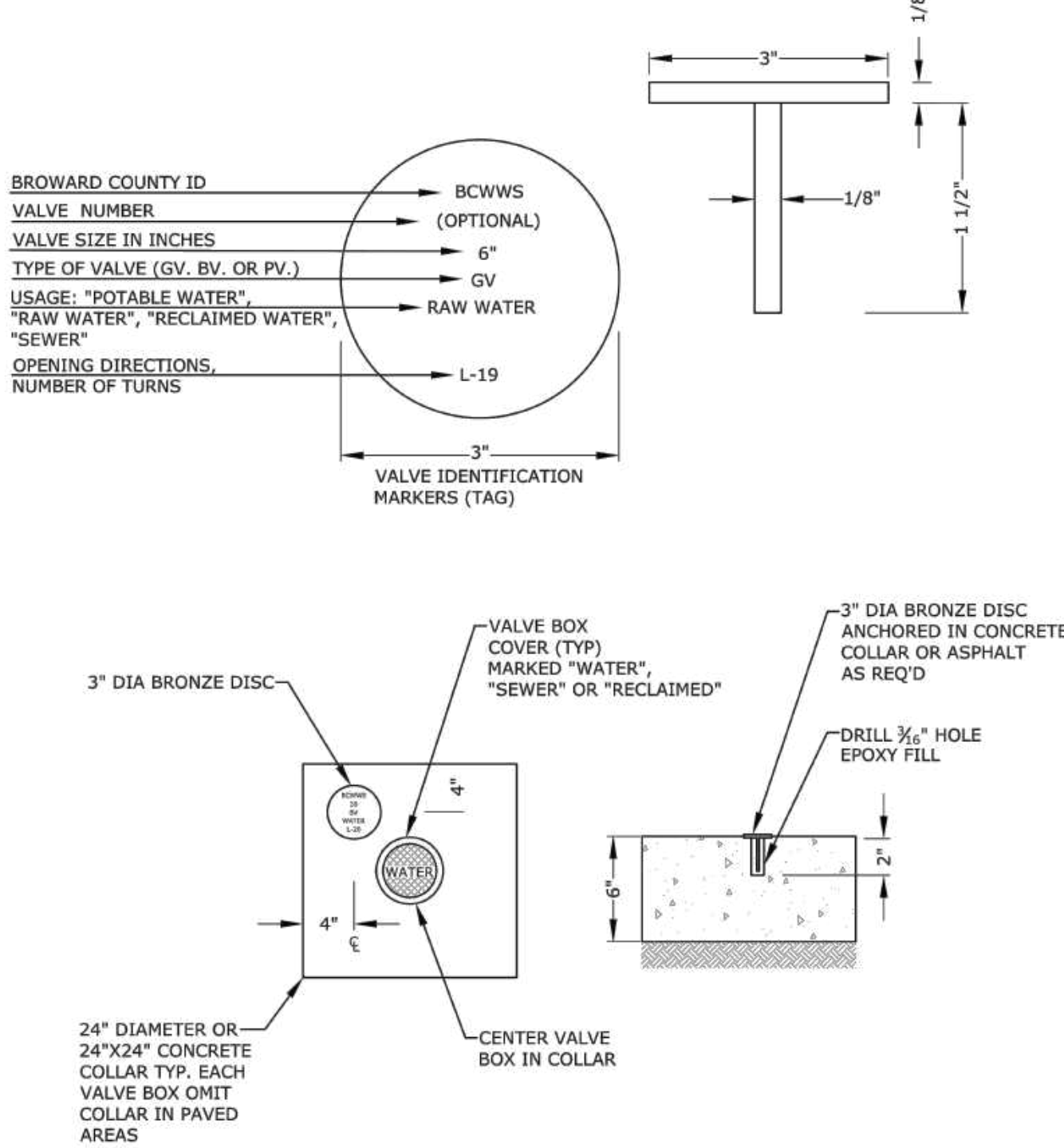
STANDARD UTILITY CROSSING

FIGURE
106

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



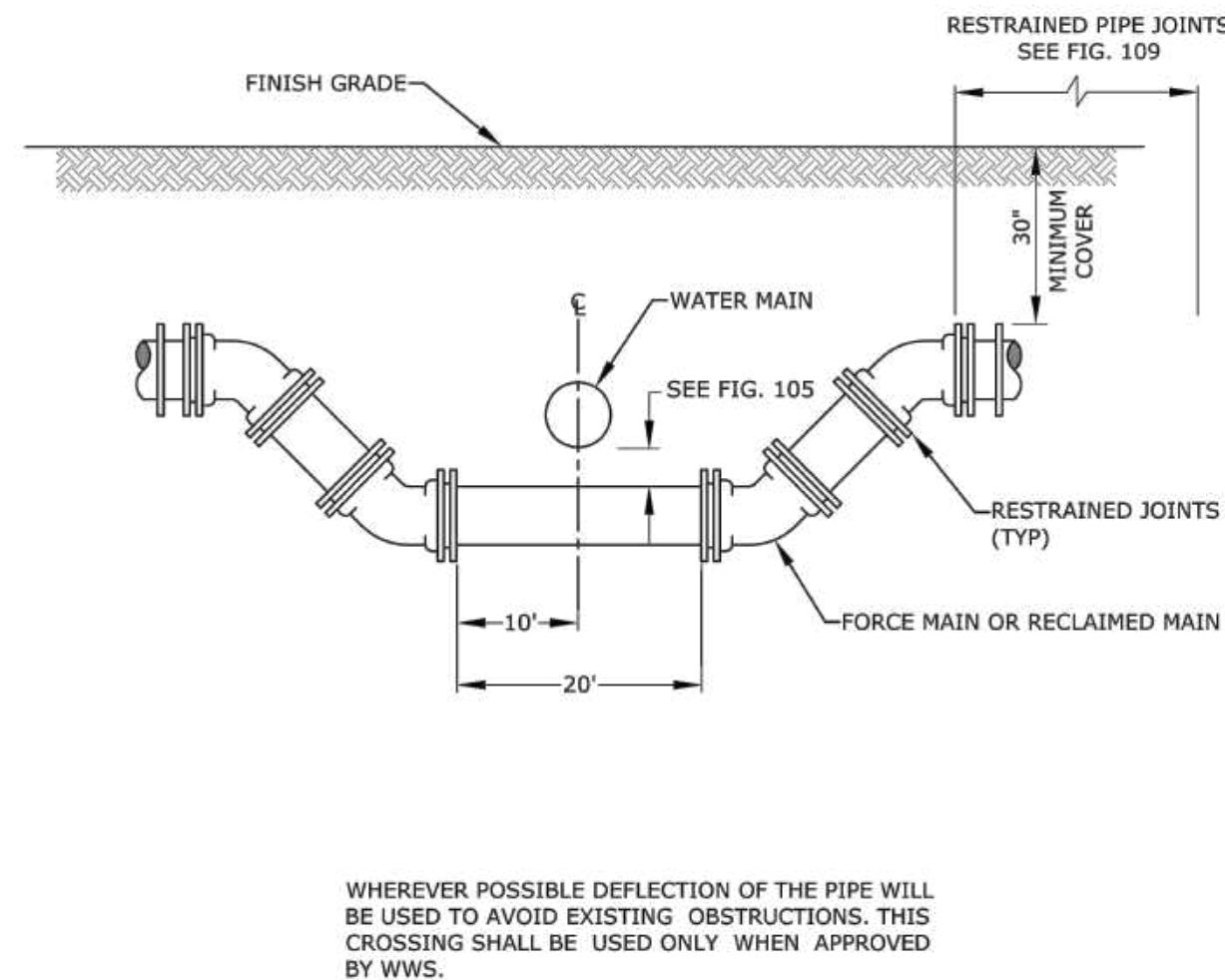
VALVE COLLAR
AND
IDENTIFICATION MARKER

FIGURE
121

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



WHEREVER POSSIBLE DEFLECTION OF THE PIPE WILL BE USED TO AVOID EXISTING OBSTRUCTIONS. THIS CROSSING SHALL BE USED ONLY WHEN APPROVED BY WWS.

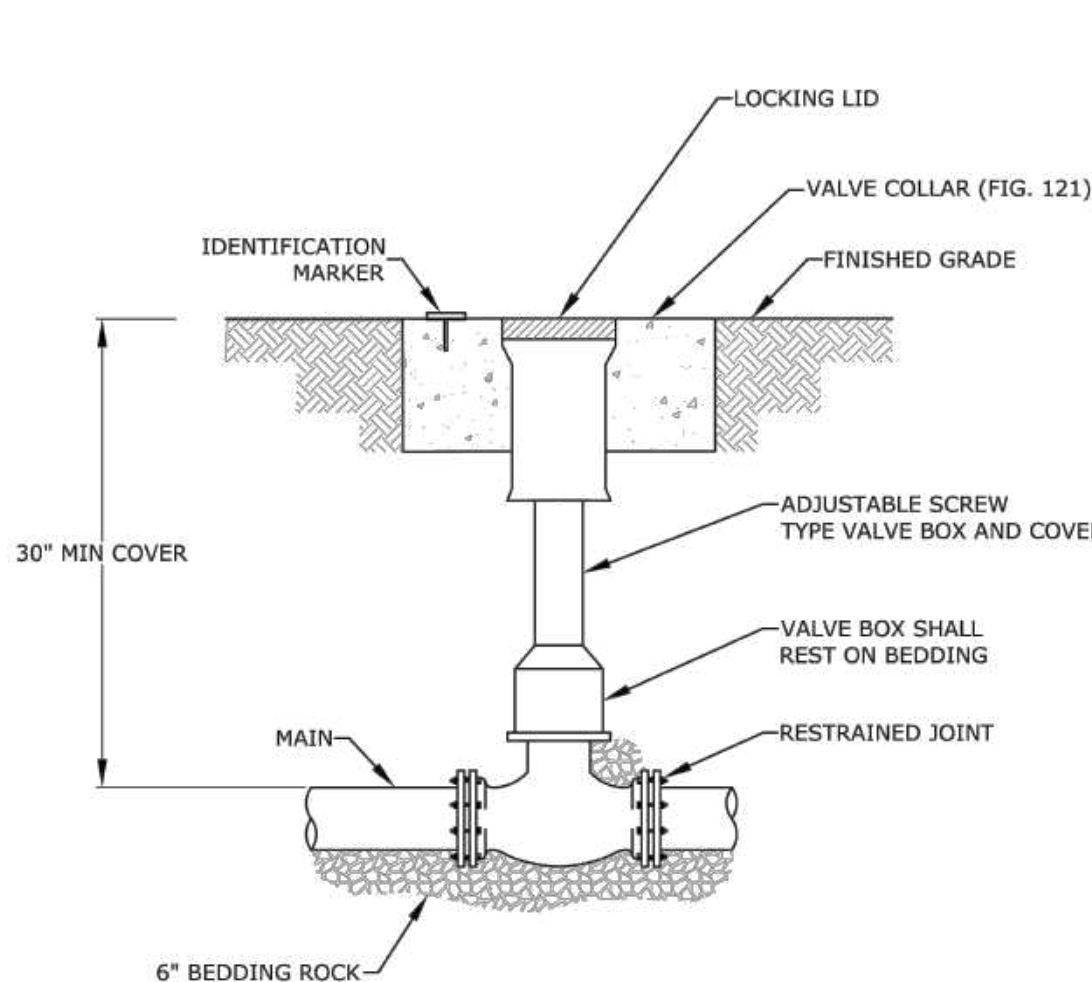
SPECIAL UTILITY CROSSING

FIGURE
107

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
3555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



- WHEN VALVE IS NOT LOCATED IN PAVEMENT, PLACE A WHITE REFLECTIVE RAISED PAVEMENT MARKER IN THE DRIVE LANE, ADJACENT TO THE VALVE.
- OPERATOR EXTENSION SHAFT SHALL BE PROVIDED WHEN OPERATING NUT IS MORE THAN 24" BELOW TOP OF VALVE BOX.
- PVC PIPE OR DUCTILE IRON PIPE IS NOT ACCEPTABLE FOR VALVE BOX RISER.

VALVE BOX DETAIL

FIGURE
123

THE VERTICAL DATUM UTILIZED
FOR THIS PROJECT IS N.A.V.D. 88

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ENGINEERS • PLANNERS • SURVEYORS
3565 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL: (954) 739-6400
FLORIDA LICENSED ENGINEERS, SURVEYORS & MAPPING BUSINESS NO. 2771
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014

BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
WATER & SEWER DETAILS

Chad Everett Edwards
Florida P.E. No. 59306

PROJECT NO.
06-0036-006-01

C-15
SHEET 15 OF 17

DATE:	11/06/2024
SCALE:	AS NOTED
DESIGN BY:	EWS
DRAWN BY:	EWS
CHECKED BY:	SWS
APPROVED BY:	SWS

DATE:	
SCALE:	
DESIGN BY:	
DRAWN BY:	
CHECKED BY:	
APPROVED BY:	

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CHECKED BY:	
APPROVED BY:	

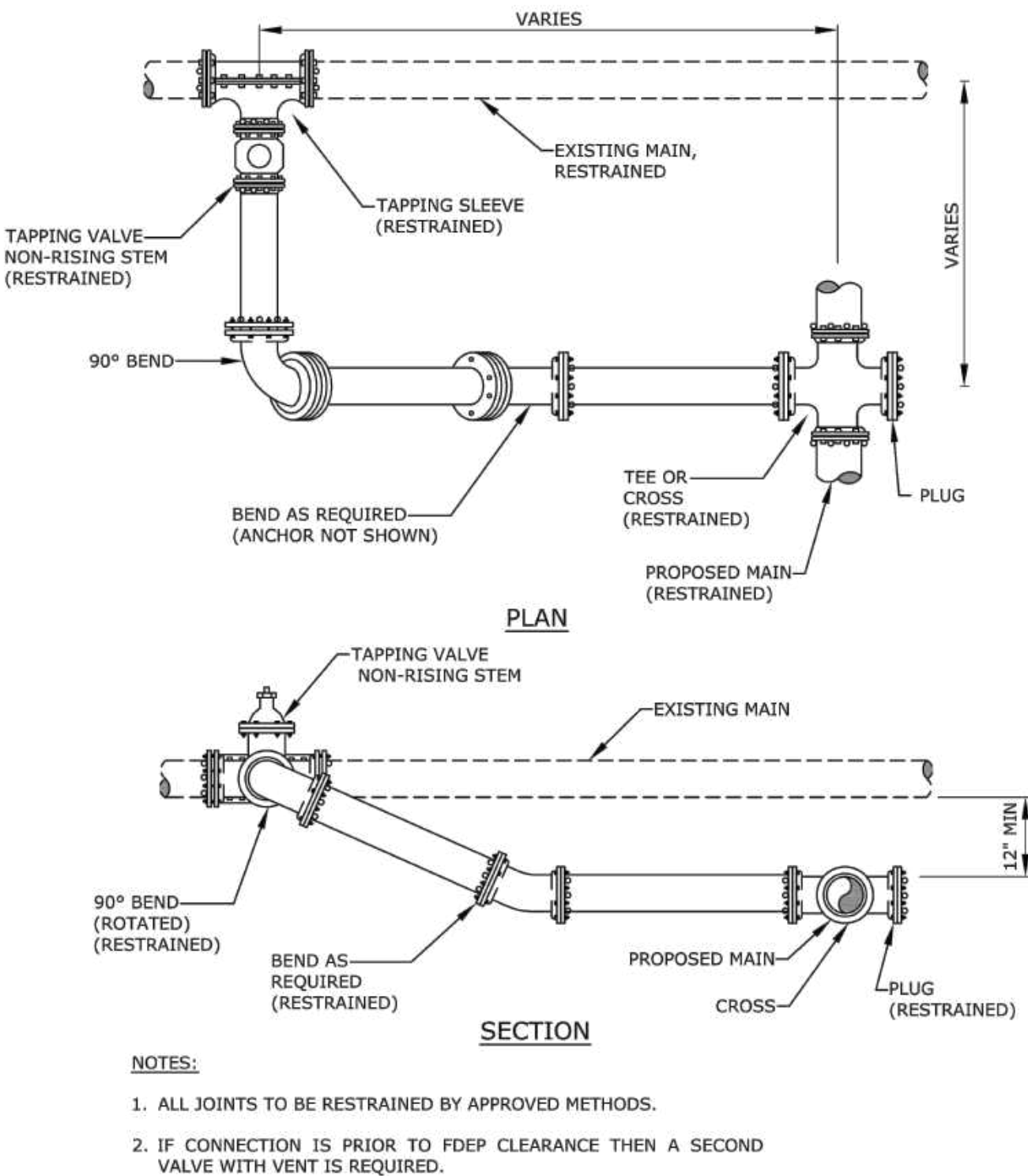
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APPROVED BY:	

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APPROVED BY:	

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

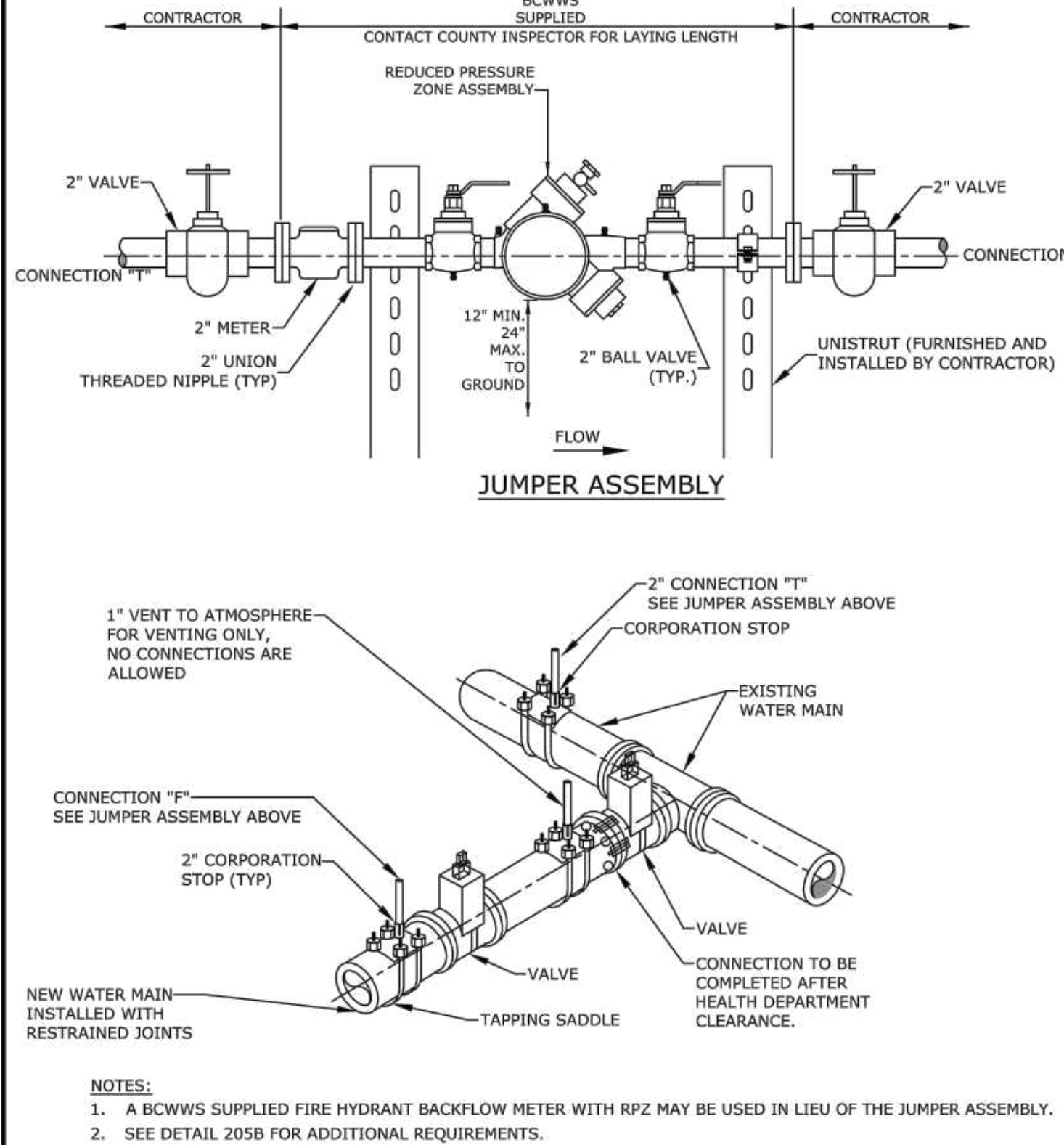


REVISOR
7/7/2021
TYPICAL CONNECTION
TO EXISTING MAIN
FIGURE
131

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
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PHONE NO. 954-831-0745
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STANDARD DETAIL

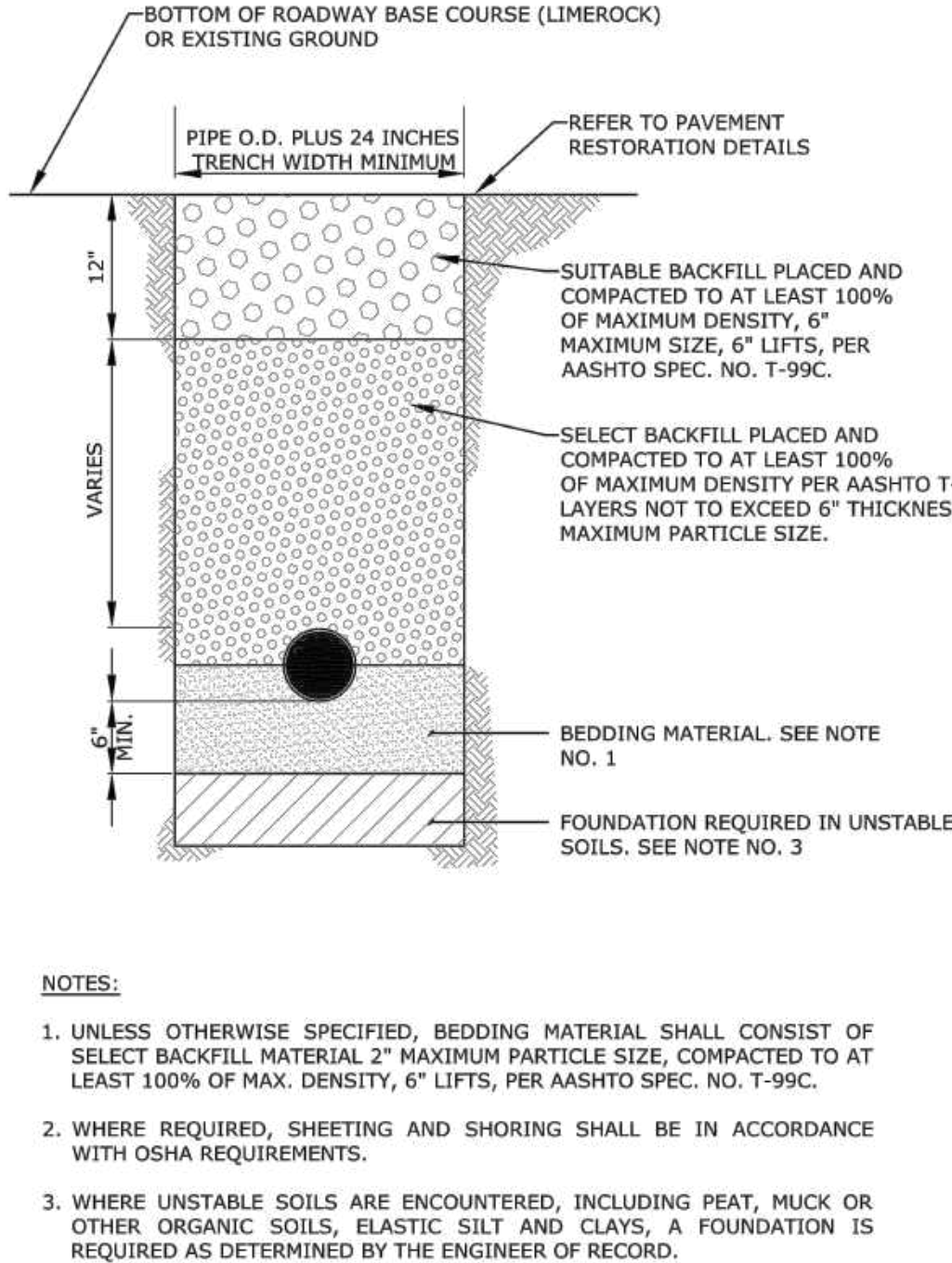


REVISOR
7/7/2021
FILLING AND FLUSHING
JUMPER CONNECTION
FIGURE
205A

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



REVISOR
7/7/2021
TYPICAL TRENCH BACKFILL
FIGURE
180

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

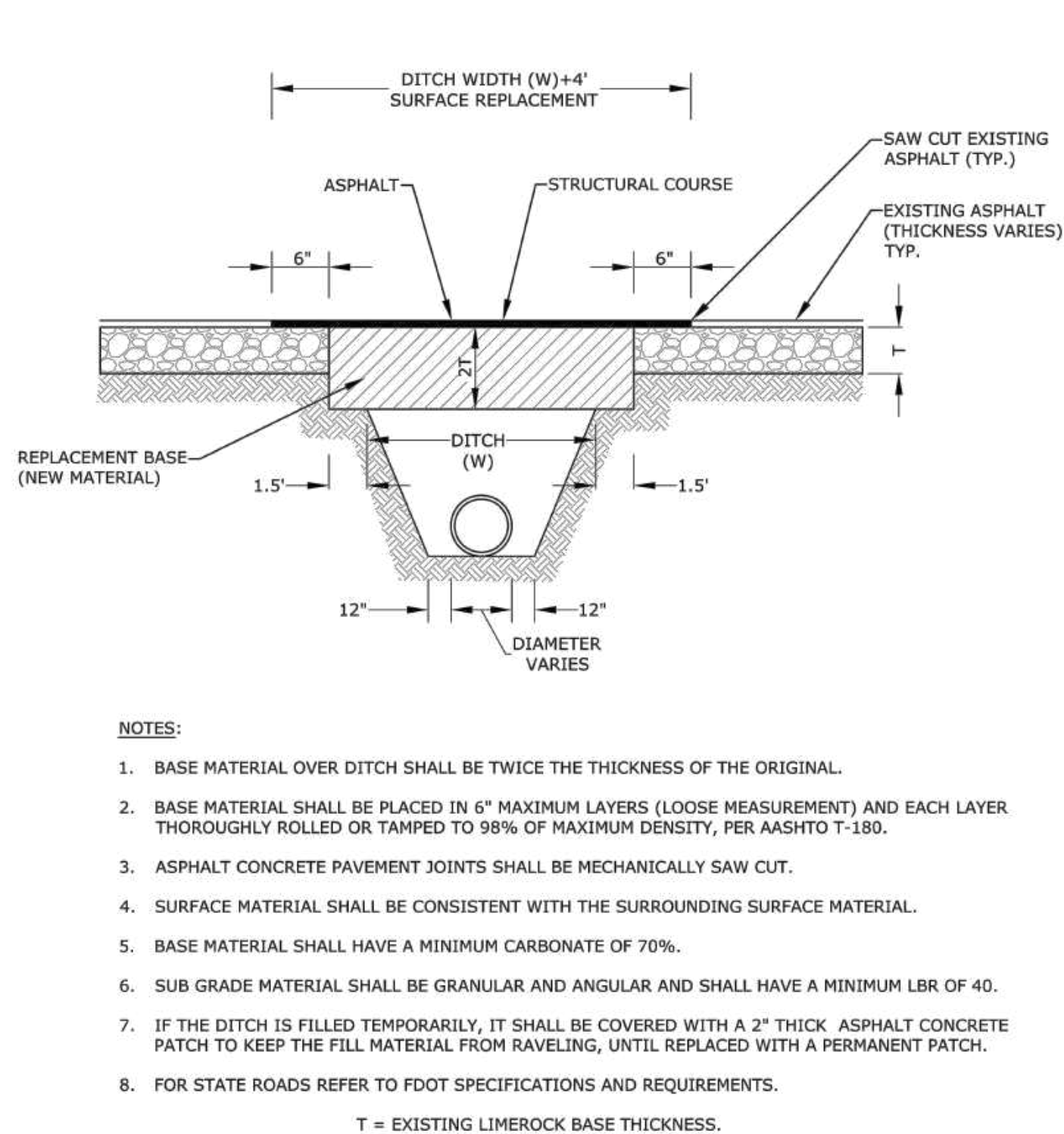
1. A FILLING AND FLUSHING JUMPER ASSEMBLY CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE BCWWS WATER MAINS AND NEW WATER MAINS. THE PROCEDURES ARE APPLICABLE WHEN CONNECTING TO AN EXISTING BCWWS WATER MAIN, WHETHER BY TAPPING TEE AND VALVE OR BY CONTINUATION OF A PLUGGED STUB OUT WITH AN EXISTING GATE VALVE.
2. THE CONTRACTOR SHALL CONTACT BCWWS REGARDING SCHEDULING OF REQUIRED INSPECTIONS RELATING TO THE CONNECTION. BCWWS INSPECTIONS ARE SPECIFICALLY REQUIRED FOR TIE-INS OR WET TAPS TO EXISTING WATER MAINS, JUMPER ASSEMBLY CONNECTION INSTALLATION, FLUSHING, PRESSURE TESTING, DISINFECTION, SAMPLING, PLUGGING OF SAMPLING POINTS AND PERMANENT CONNECTION OF THE NEW WATER MAIN. THE CONTRACTOR SHALL FOLLOW ALL PROCEDURES STRICTLY IN ACCORDANCE WITH BCWWS STANDARDS.
3. THE JUMPER ASSEMBLY (2" DIAMETER FLANGE TO FLANGE) WILL BE SUPPLIED BY BCWWS AND INSTALLED AND TESTED BY THE CONTRACTOR, IN COORDINATION WITH THE ENGINEER OF RECORD (EOR) AND BCWWS. OTHER MATERIALS AND INSTALLATION REQUIRED FOR THE CONNECTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE UNDERGROUND FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT TYPE. ALL MATERIALS SHALL BE PER THE BCWWS APPROVED PRODUCT SPECIFICATION SHEETS. THE JUMPER SHALL BE MAINTAINED BY THE CONTRACTOR UNTIL IT IS REMOVED. JUMPER ASSEMBLIES 3" AND LARGER SHALL BE SUPPLIED AND INSTALLED BY THE CONTRACTOR IN COORDINATION WITH BCWWS.
4. ALL NEW WATER MAINS SHALL BE FLUSHED, PRESSURE TESTED AND DISINFECTED. NEW MAINS SHALL NOT BE PLACED INTO SERVICE UNTIL THE BACTERIOLOGICAL TEST RESULTS ARE SATISFACTORY AND A WRITTEN APPROVAL HAS BEEN OBTAINED FROM BCWWS, AS WELL AS CERTIFICATION FROM THE FLORIDA DEPARTMENT OF HEALTH.
5. THE WATER MAINS SHALL BE PRESSURE TESTED AFTER FLUSHING AND PRIOR TO DISINFECTION. ALL VALVES SHALL REMAIN CLOSED DURING THE PRESSURE TEST AND WILL NOT BE OPENED UNTIL THE RESULTS OF PRESSURE TESTING AND BACTERIOLOGICAL TESTING ARE SATISFACTORY AND THE SYSTEM HAS BEEN ACCEPTED FOR OPERATION BY BCWWS, AND HAS RECEIVED CERTIFICATION FROM THE FLORIDA DEPARTMENT OF HEALTH.
6. DISINFECTION SHALL BE CONDUCTED IN ACCORDANCE WITH AWWA C651. A MINIMUM PRESSURE OF 25 PSI SHALL BE MAINTAINED IN THE NEW MAIN AFTER DISINFECTION AT ALL TIMES.
7. PERMANENT CONNECTION TO EXISTING MAINS BY OPENING OF MAIN VALVES SHALL NOT BE MADE PRIOR TO BACTERIOLOGICAL CLEARANCE AND UNTIL APPROVED BY BCWWS AND CERTIFIED BY THE FLORIDA DEPARTMENT OF HEALTH.
8. UPON BACTERIOLOGICAL CLEARANCE, THE SAMPLING POINTS SHALL BE REMOVED AND PLUGGED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE THE PERMANENT CONNECTION IN THE PRESENCE OF A BCWWS INSPECTOR. THE PIPE AND FITTINGS FOR CONNECTION SHALL BE DISINFECTED BY SPRAYING AND SWABBING WITH CHLORINE. THE JUMPER ASSEMBLY (FLANGE TO FLANGE) WILL BE REMOVED BY THE CONTRACTOR IN COORDINATION WITH BCWWS. THE CONTRACTOR SHALL REMOVE THE REMAINDER OF THE JUMPER CONNECTION PIPING AND PLUG THE CORPORATION STOP VALVES.

REVISOR
7/7/2021
FILLING AND FLUSHING
JUMPER CONNECTION
FIGURE
205B

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

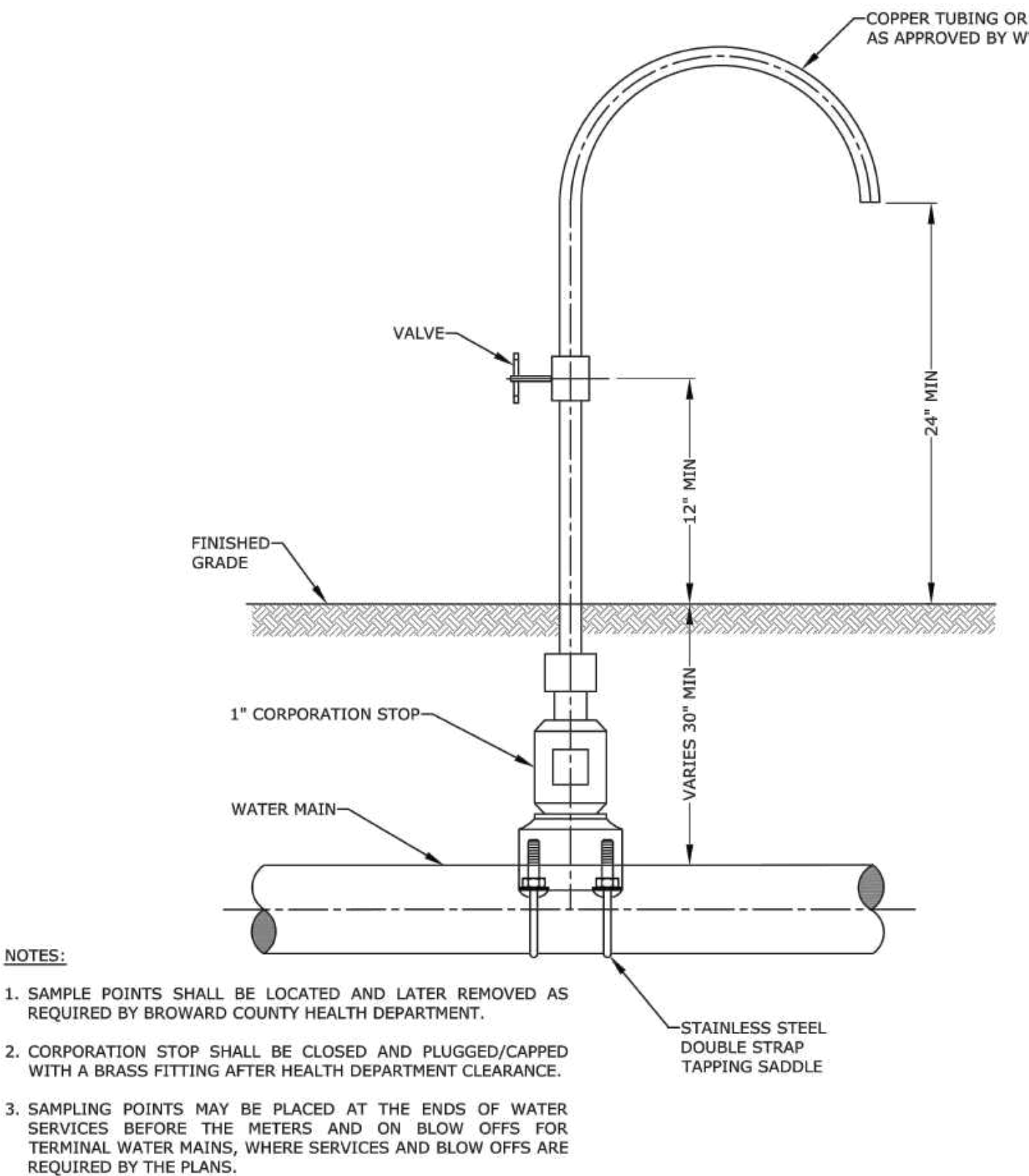


REVISOR
7/7/2021
RESTORATION OF ROADWAY CUT
FOR
PERPENDICULAR UTILITY INSTALLATION
FIGURE
183

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

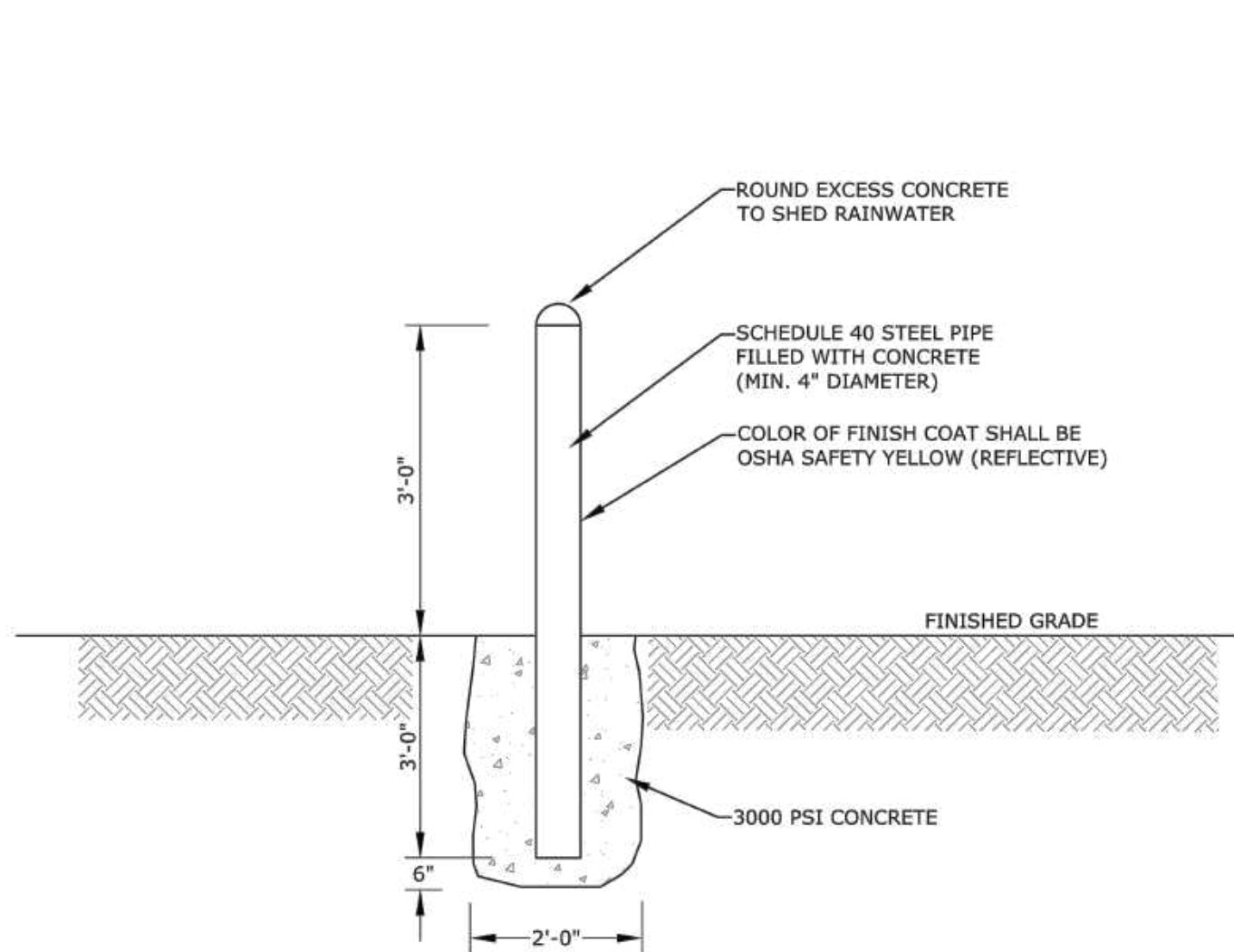


REVISOR
7/7/2021
SAMPLING POINT
FIGURE
206

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL

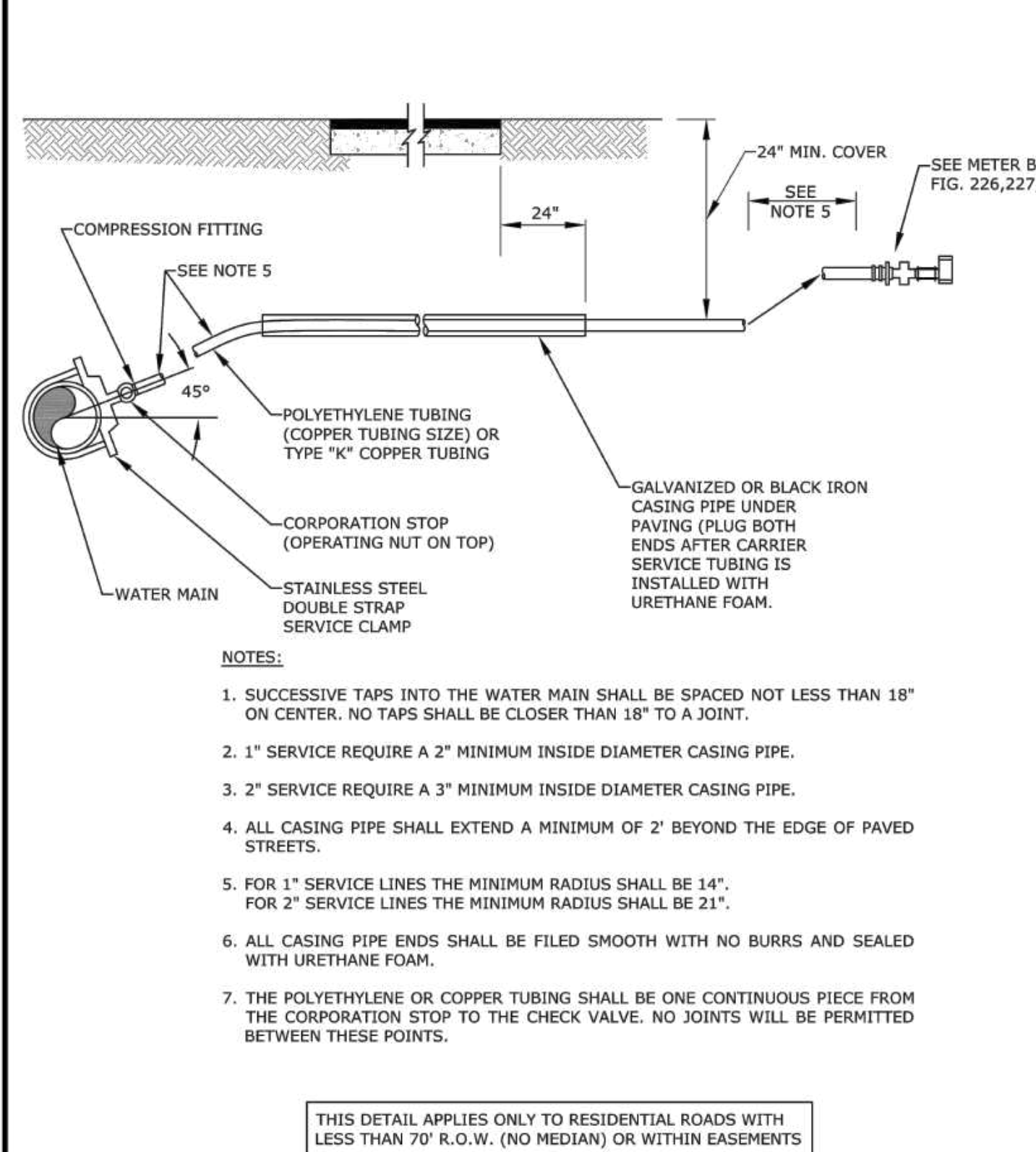


REVISOR
7/7/2021
BOLLARD
FIGURE
194

BROWARD COUNTY
PUBLIC WORKS DEPARTMENT

WATER & WASTEWATER SERVICES
ENGINEERING DIVISION
2555 WEST COPANE ROAD
FORT LAUDERDALE, FL 33309
PHONE NO. 954-831-0745
FAX: 954-831-0925

STANDARD DETAIL



REVISOR
7/7/2021
TYPE 1 WATER
SERVICE CONNECTION
FIGURE
221

THE VERTICAL DATUM UTILIZED
FOR THIS PROJECT IS N.A.V.D. 88

CRAVEN • THOMPSON AND ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS
3565 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
TEL: (954) 739-6409
FAX: (954) 739-6409
FLORIDA LICENSED ENGINEERS, SURVEYORS & PLANNERS BUSINESS NO. 2771
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. C00014
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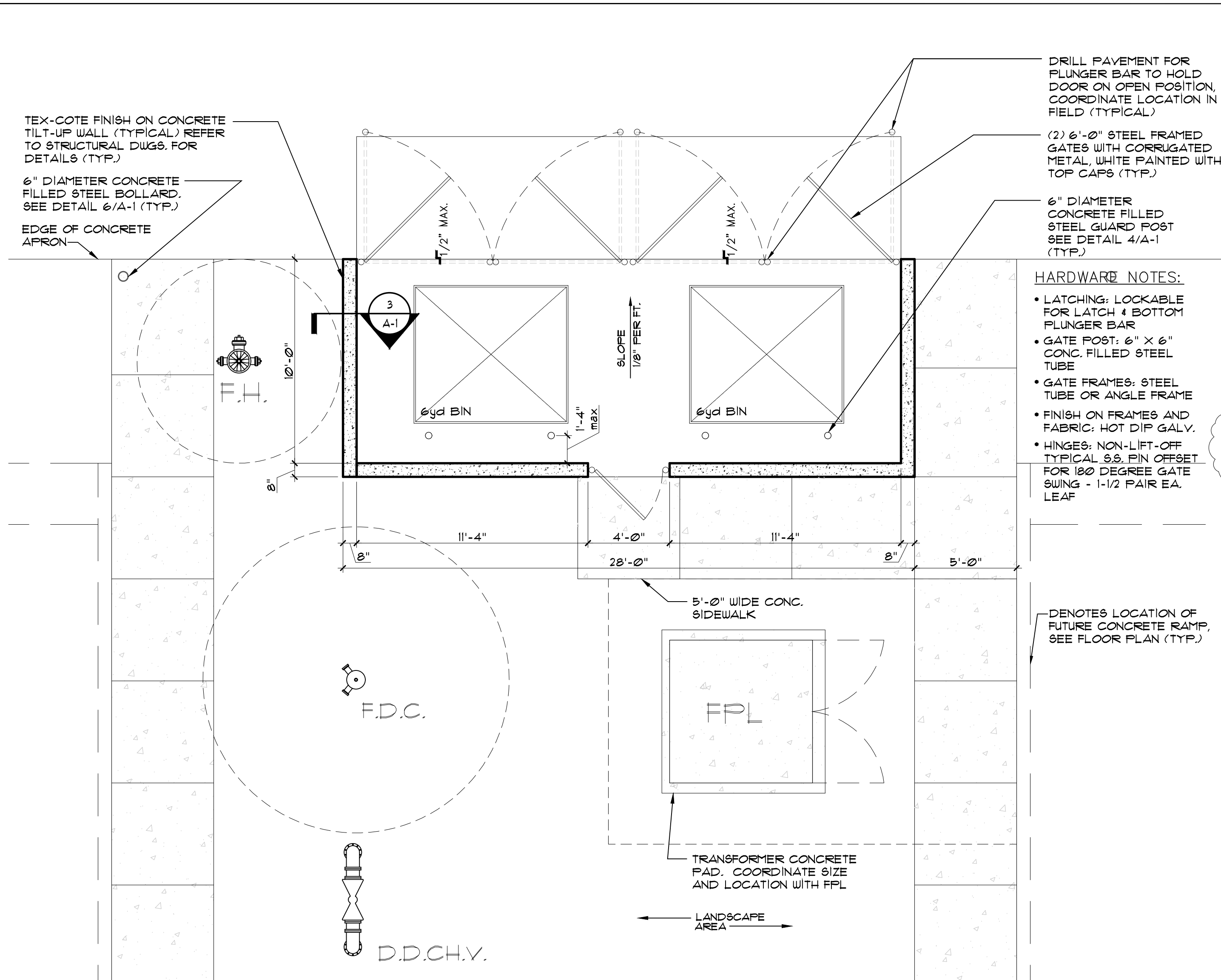
BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312
PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS
WATER & SEWER DETAILS

Chad Everett Edwards
Florida P.E. No. 59306
PROJECT NO.
06-0036-006-01

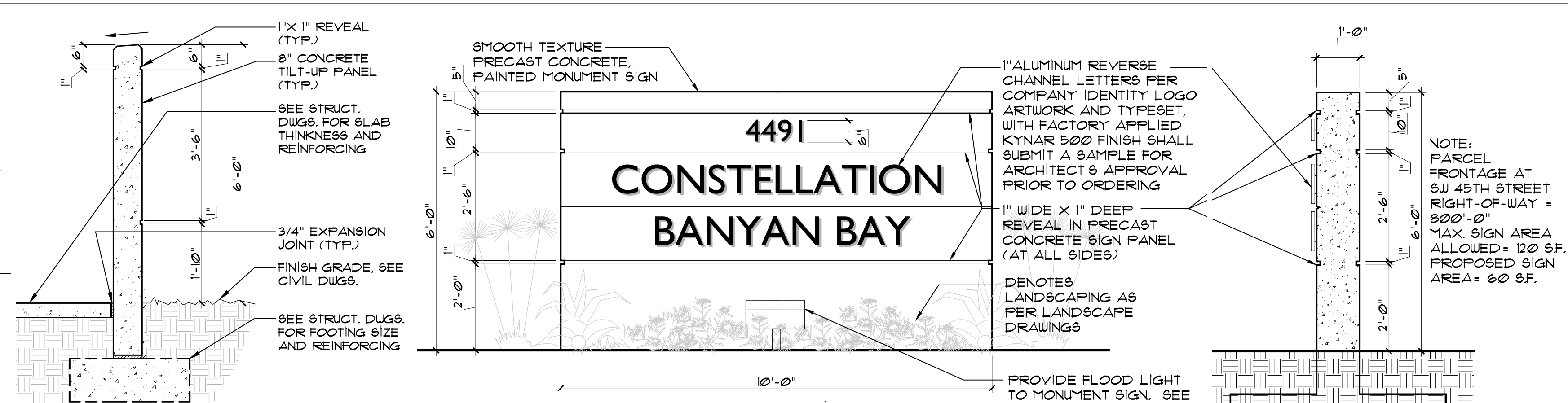
C-16
SHEET 16 OF 17

BANYAN BAY INDUSTRIAL BUSINESS PARK
TWO SPEC WAREHOUSE BUILDINGS
LOCATED AT
4491 ANGLERS AVE . DANIA BEACH, FL 33312
PREPARED FOR
CONSTELLATION
REAL ESTATE PARTNERS

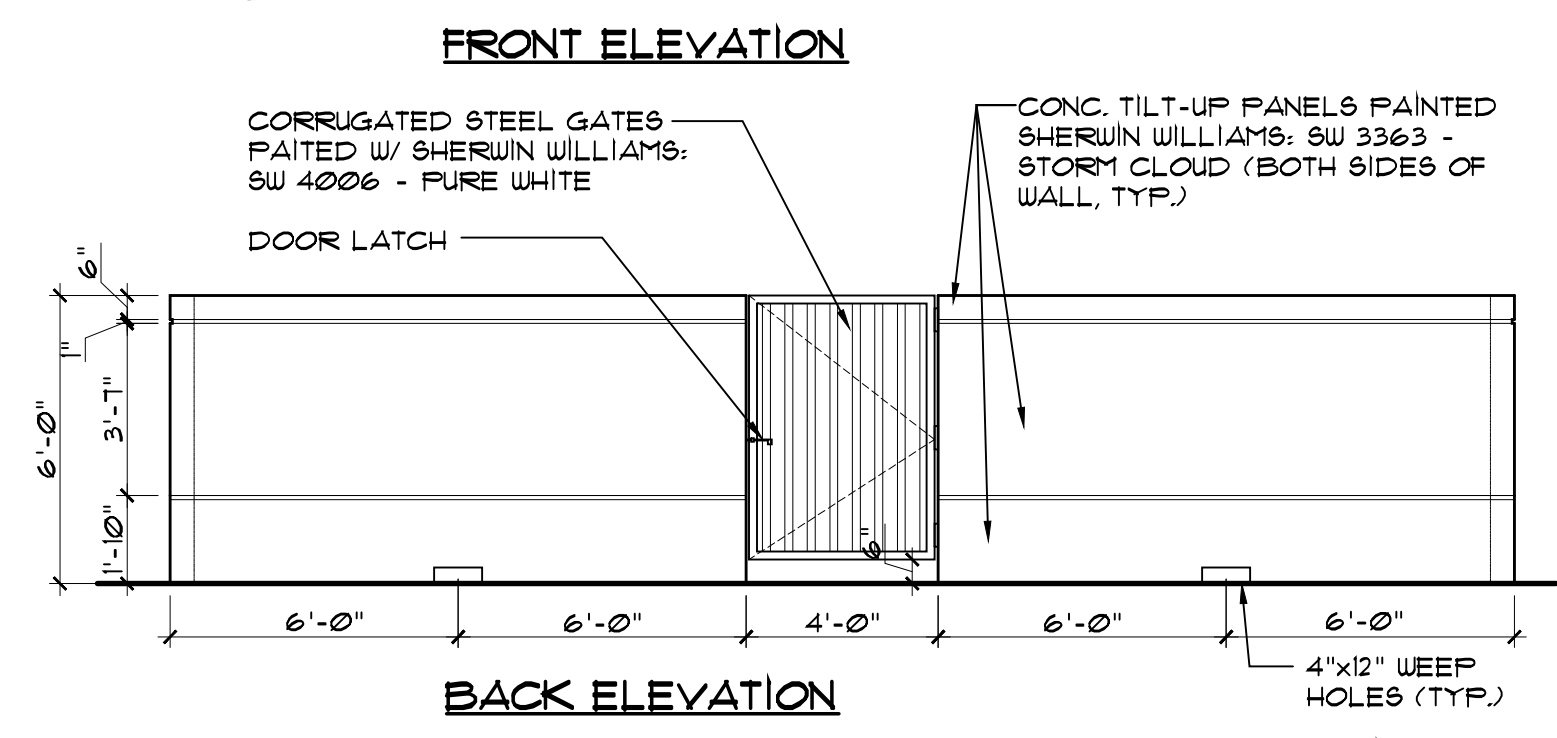
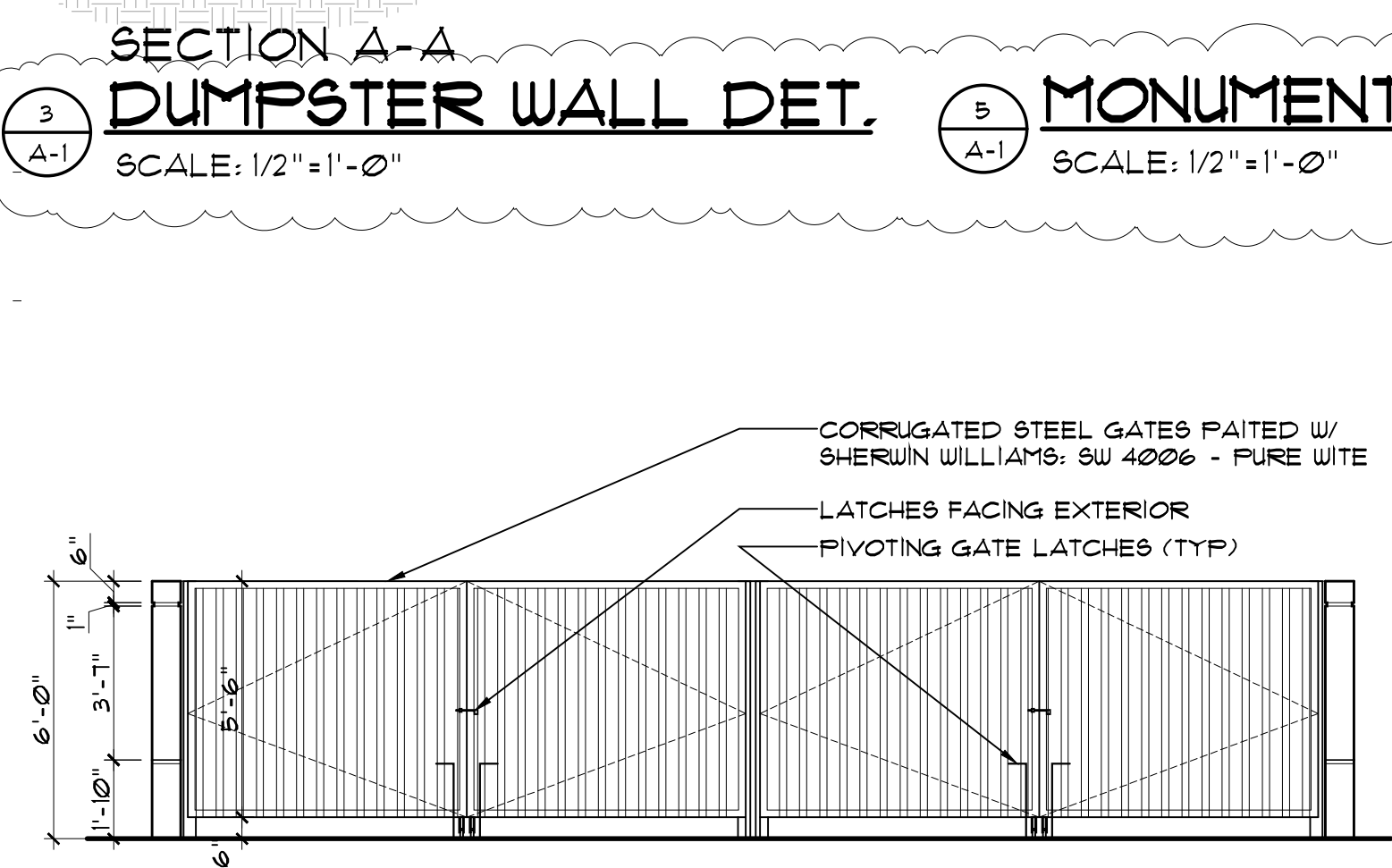
PROJECT TEAM	GENERAL NOTES	LOCATION MAP	CODE ANALYSIS	DRAWING INDEX																															
CLIENT CONSTELLATION REAL ESTATE PARTNERS 601 Brickell Key Drive, Suite 100 Scott Alexander - e-mail: scotta@constellationrep.com Juan Poleo - e-mail: juanp@constellationrep.com ARCHITECT THE CORRALES GROUP ARCHITECTS, INC. 2300 Corporate Boulevard, Suite: 145 Boca Raton, FL 33431 Tel: (561) 995-6100 FAX: (561) 995-1998 Peter Corrales - Principal in Charge Miguel Urquiza - Project Designer e-mail: murquiza@corralesarchitects.com STRUCTURAL ENGINEER JOHNSON STRUCTURAL GROUP 160 West Camino Real, Suite 1000 Boca Raton, FL 33432 Tel: (561) 982-8999 Mark Johnson - President/Project Engineer e-mail: mark@johnsonstructural.com Pedro R. Salom - Project Engineer e-mail: psalom@johnsonstructural.com M.E.P. ENGINEER KAMM CONSULTING INC. 1401 W. Newport Center Drive Deerfield Beach, FL 33442 TEL: (954) 949-2200 FAX: (954)949-2201 Art Kamm - Principal/Project Manager e-mail: art@kammconsulting.com Ron Sloan - Project Engineer e-mail: rsloan@kammconsulting.com CIVIL ENGINEER CRAVEN THOMPSON & ASSOCIATES, INC. 3563 NW 53rd. Street Fort Lauderdale, FL 33309 Tel: (954) 739-6400 Ext. 307 Chad Edwards - Senior Supervisor Engineer e-mail: cedwards@craventhompson.com LANDSCAPE ARCHITECT CRAVEN THOMPSON & ASSOCIATES, INC. 3563 NW 53rd. Street Fort Lauderdale, FL 33309 Tel: (954) 739-6400 Ext. 307 Chad Edwards - Senior Supervisor Engineer e-mail: cedwards@craventhompson.com	1. ALL WORK SHALL TO COMPLY WITH ALL LOCAL, STATE, & NATIONAL REGULATIONS HAVING JURISDICTION OVER THIS PROJECT. 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH BUILDING STANDARD PRACTICE OF CARE AND IN A QUALITY WORKMANSHIP LIKE MANNER. 3. THE TERMS "NOT PART OF CONTRACT" OR "NOT IN CONTRACT (NIC)" DO NOT PRECLUDE OTHER WORK ASSOCIATED WITH THE CONTRACT WHICH MUST OCCUR IN THE VICINITY OF THE AREA OR THROUGH THE SPACE. 4. ANY DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING BEFORE BIDDING. 5. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCY BETWEEN EXISTING CONDITIONS AND THE CONSTRUCTION DOCUMENTS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IN WRITING PRIOR TO BIDDING. 6. IF FIELD CONDITIONS NECESSITATE ANY CHANGES OR MODIFICATIONS, THE CHANGES OR MODIFICATIONS MUST BE APPROVED BY THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK. 7. ALL CHANGE ORDERS MUST BE REVIEWED BY THE ARCHITECT PRIOR TO PROCEEDING WITH ANY WORK. FAILURE TO FOLLOW THIS STEP MIGHT RESULT IN NON-PAYMENT. 8. THE GENERAL CONTRACTOR SHALL ESTABLISH ALL ITEMS WHICH REQUIRE IMMEDIATE PROCESSING DUE TO LONG LEAD ORDERING TIME. A LIST OF THESE ITEMS SHALL BE SUBMITTED TO THE ARCHITECT WITHIN ONE WEEK AFTER THE CONTRACT IS AWARDED. 9. THE GENERAL CONTRACTOR SHALL SUBMIT A CONSTRUCTION SCHEDULE TO THE OWNER TEN (10) DAYS AFTER THE AWARD OF THE CONTRACT. 10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR FINAL CLEAN-UP, INCLUDING BUT NOT LIMITED TO THE CLEANING OF ALL INTERIOR GLASS SURFACES. 11. SUB CONTRACTOR SHALL SUBMIT SHOP DRAWINGS THROUGH THE GENERAL CONTRACTOR. ONCE CHECKED, THE GENERAL CONTRACTOR SHALL SUBMIT THE SHOP DRAWINGS TO THE ARCHITECT FOR APPROVAL BEFORE PROCEEDING WITH ANY FABRICATION OR INSTALLATION. 12. ALL MATERIALS SHALL BE DELIVERED IN AMPLIE QUANTITIES TO PREVENT DELAY OF WORK. 13. MANUFACTURER'S DIRECTIONS FOR APPLICATION, INSTALLATION AND METHODS SHALL BE FOLLOWED AND ARE HEREWITH MADE APART OF THE CONSTRUCTION DOCUMENTS. 14. ALL WOOD IN CONTACT WITH MASONRY TO BE PRESSURE TREATED. 15. ALL PENETRATIONS PASSING THROUGH FIRE RATED PARTITION ASSEMBLIES ARE TO BE PROTECTED. 16. DOWNSPOUTS ARE TO BE CONNECTED TO RAIN WATER LEADERS AND UNDERGROUND DRAINAGE SYSTEM UNLESS OTHERWISE NOTED 17. UPON COMPLETION OF THE JOB, THE CONTRACTOR WILL PROVIDE THE TENANT AND LANDLORD WITH: A. RELEASE OF LIENS FOR ALL SUB-CONTRACTORS B. AS-BUILT PLANS C. A FINAL RELEASE OF LIENS FROM THE GENERAL CONTRACTOR D. THE ORIGINAL BUILDING PERMIT PLANS WITH THE ORIGINAL INSPECTOR'S SIGNATURES 18. PROVIDE ONE CERTIFIED 2A-10BC FIRE EXTINGUISHER FOR EACH 3000 SQUARE FEET AND WITH A MAXIMUM TRAVEL DISTANCE TO REACH OF 15 FEET. TOP NOT TO EXCEED 5 FEET ABOVE THE FLOOR. 19. CONTRACTOR SHALL PROVIDE OWNER WITH 1 YEAR WARRANTY ON ALL MATERIALS, SYSTEMS AND EQUIPMENT AND 15 YEAR MANUFACTURER'S WARRANTY ON THE TPO ROOFING SYSTEM 20. FIRE WALLS, FIRE BARRIERS, FIRE PARTITIONS, SMOKE BARRIERS AND SMOKE PARTITIONS OR ANY OTHER WALL REQUIRED TO HAVE PROTECTED OPENINGS SHALL BE EFFECTIVELY AND PERMANENTLY IDENTIFIED WITH SIGNS OR STENCILING IN A MANNER ACCEPTABLE TO THE AUTHORITY HAVING JURISDICTION. SUCH IDENTIFICATION SHALL BE ABOVE ANY DECORATIVE CEILING AND IN CONCEALED SPACES. SUGGESTED WORDING FOR FIRE AND SMOKE BARRIERS: "FIRE AND SMOKE BARRIER-PROTECT ALL OPENINGS". 21. SLIP RESISTANCE: FLOORING FINISH MATERIAL (INCLUDING BUT NOT LIMITED TO TILE, POLISHED FINISHES, VCT, ETC.) SHALL MEET ANSI/AFSI B-101.1 AND SHALL PROVIDE 0.6 SCOF (STATIC COEFFICIENT OF FRICTION) FOR FLAT SURFACES AND 0.8 SCOF FOR RAMP. SUBMIT PRODUCT DOCUMENTATION AND MATERIAL SAMPLE FOR REVIEW. 22. THE BLDG. SHALL BE PROVIDED WITH AN ESFR AUTOMATIC FIRE-EXTINGUISHING SYSTEM THROUGH OUT AS REQUIRED BY FBC 2010 903.3.1 NFPA 13. FIRE SPRINKLER DRAWINGS ARE NOT PART OF THIS SUBMITTAL AND SHALL BE SUBMITTED BY SPRINKLER CONTRACTOR UNDER SEPARATE PERMIT APPLICATION.		GOVERNING CODES: • FLORIDA BUILDING CODE 2023 (8th. EDITION) • FLORIDA FIRE PREVENTION CODE (8th EDITION) NFPA 1 AND NFPA101 (2023 EDITION), NFPA 101 LIFE SAFETY CODE • FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION 2023 BUILDING DEPARTMENT: DANIA BEACH, FLORIDA FIRE DEPARTMENT JURISDICTION: DANIA BEACH, FLORIDA ZONING CLASSIFICATION: C-4 COMMERCIAL AND IROM-AA INDSTR-LRSCRH-OFFCE-MRNE-AA INDUSTRIAL FUTURE LAND USE: INDUSTRIAL SITE AREA: 444,991 S.F. (10.21 ACRES) OCCUPANCY: (F.B.C. 3112) STORAGE OCCUPANCY GROUP "S-1" (MODERATE-HAZARD STORAGE) CONSTRUCTION TYPE: TYPE III - B SPRINKLERED (ESFR) INTERIOR CLEAR HEIGHT: 32'-0" AFF. PROPOSED BUILDING HEIGHT: 40'-0" (TOP OF DECK AT HIGHEST POINT MEASURED FROM FINISH FLOOR ELEVATION) TALLEST BUILDING PARAPET: 48'-0" AFF. (TOP OF TALLEST PARAPET) BUILDING 1 AREA: 91,738 G.S.F. 85% WAREHOUSE AREA= 77,971 S.F. 15% OFFICE AREA= 13,761 S.F. BUILDING 2 AREA: 115,48 G.S.F. 85% WAREHOUSE AREA= 65,916 S.F. 15% OFFICE AREA= 11,632 S.F.	<table><tr><th>SHEET NUMBER</th><th>SHEET NAME</th></tr><tr><td colspan="2">ARCHITECTURAL DRAWINGS</td></tr><tr><td>A-0</td><td>COVER</td></tr><tr><td>A-1</td><td>SITE DETAILS</td></tr><tr><td>A-2</td><td>FLOOR PLAN BUILDING 1</td></tr><tr><td>A-3</td><td>FLOOR PLAN BUILDING 2</td></tr><tr><td>A-4</td><td>ELEVATIONS BUILDING 1</td></tr><tr><td>A-5</td><td>ELEVATIONS BUILDING 2</td></tr><tr><td>A-6</td><td>ENLARGED ENTRY DETAILS</td></tr><tr><td>A-7</td><td>COLOR ELEVATIONS</td></tr><tr><td>A-8</td><td>PERSPECTIVE VIEWS</td></tr><tr><td>A-9</td><td>SITE PHOTOGRAPHICS</td></tr><tr><td>A-10</td><td>ROOF PLAN BUILDING 1</td></tr><tr><td>A-11</td><td>ROOF PLAN BUILDING 2</td></tr></table>	SHEET NUMBER	SHEET NAME	ARCHITECTURAL DRAWINGS		A-0	COVER	A-1	SITE DETAILS	A-2	FLOOR PLAN BUILDING 1	A-3	FLOOR PLAN BUILDING 2	A-4	ELEVATIONS BUILDING 1	A-5	ELEVATIONS BUILDING 2	A-6	ENLARGED ENTRY DETAILS	A-7	COLOR ELEVATIONS	A-8	PERSPECTIVE VIEWS	A-9	SITE PHOTOGRAPHICS	A-10	ROOF PLAN BUILDING 1	A-11	ROOF PLAN BUILDING 2			
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A-9	SITE PHOTOGRAPHICS																																		
A-10	ROOF PLAN BUILDING 1																																		
A-11	ROOF PLAN BUILDING 2																																		
SITE SKETCH			TYPE III B FIRE RATING REQUIREMENTS PER FBC TABLE 601.6.02 STRUCTURAL FRAMING: 0 HOUR RATING (COLUMNS) EXTERIOR BEARING WALLS: 2 HOUR RATING (PER FBC TABLE 722.2.1.1, 1-1/4" SOLID CONCRETE TILT-UP PANEL PROVIDES +4 HOUR RATING) INTERIOR BEARING WALLS: NOT APPLICABLE FOR THIS PROJECT. FLOOR CONSTRUCTION: 0 HOUR RATING ROOF CONSTRUCTION: 0 HOUR RATING PUMP/METER ROOM ENCLOSURES: 1 HOUR RATING REQUIRED (PER FBC TABLE 722.2.1.1, 1-1/4" SOLID CONCRETE TILT-UP PANEL PROVIDES +4 HOUR RATING) NOTES: 1. FOR COMPLETE SITE STATISTICS INCLUDING PARKING CALCULATIONS SEE SITE PLAN ON SHEET OF CIVIL SET OF DOCUMENTS.																																
REVISIONS: 1. DRC COMMENT 09/26/24			<table><tr><td colspan="2">corrales group architects</td><td>A-0</td><td></td></tr><tr><td colspan="2">2300 corporate blvd. n.w., suite 145 boca raton, florida 33431 (561) 995-6700 corporation no. AA-0002519 architect no. AR-0009125</td><td>DATE: 03/15/2023</td><td>PETER CORRALES LICENSE NO. AA-0002519</td></tr></table>			corrales group architects		A-0		2300 corporate blvd. n.w., suite 145 boca raton, florida 33431 (561) 995-6700 corporation no. AA-0002519 architect no. AR-0009125		DATE: 03/15/2023	PETER CORRALES LICENSE NO. AA-0002519																						
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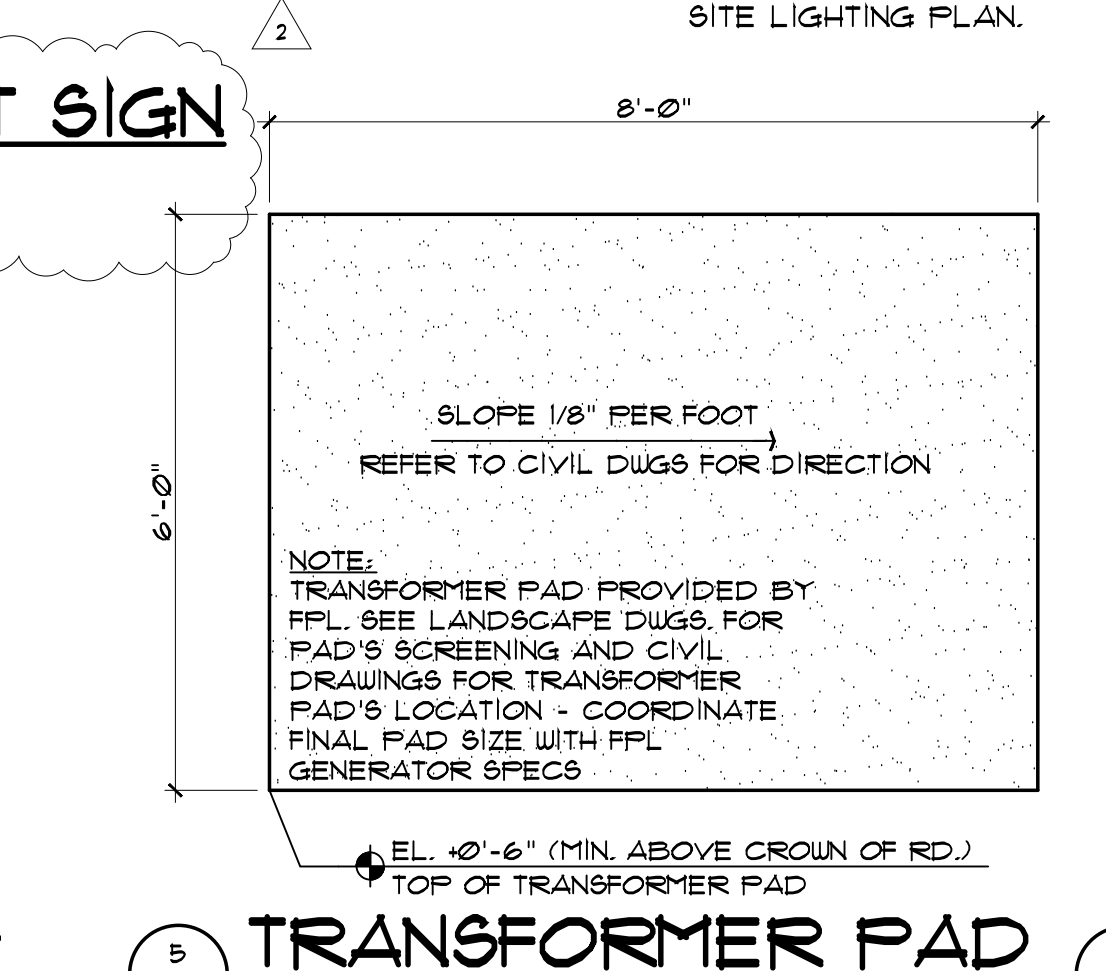
1 DUMPSTER ENCLOSURE PLAN
SCALE: 1/4" = 1'-0"



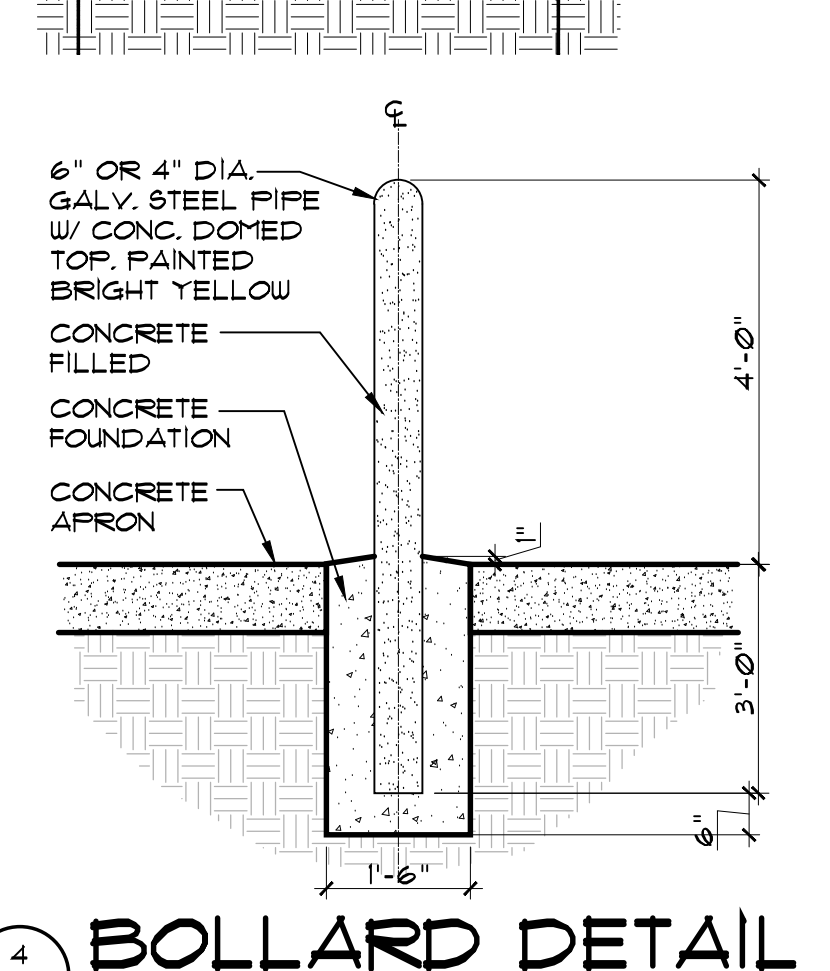
5 MONUMENT SIGN
SCALE: 1/2" = 1'-0"



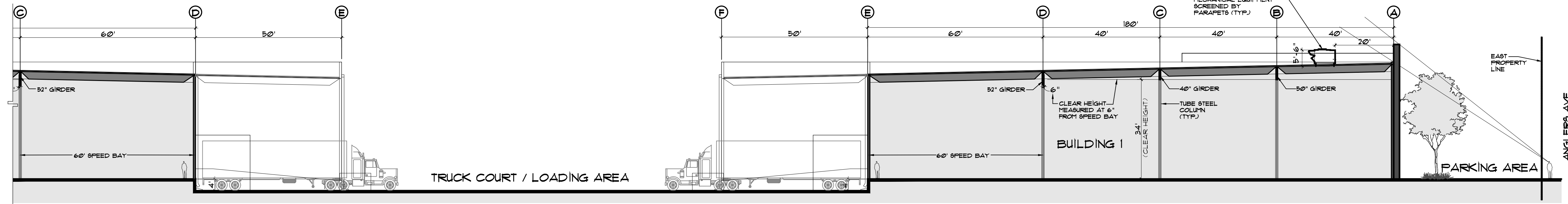
2 DUMPSTER ENCLOSURE ELEVATION
SCALE: 1/4" = 1'-0"



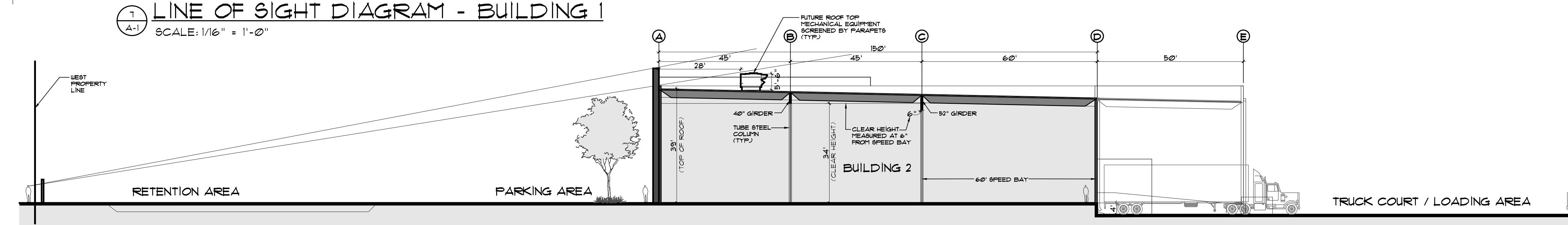
3 TRANSFORMER PAD
SCALE: 1/2" = 1'-0"



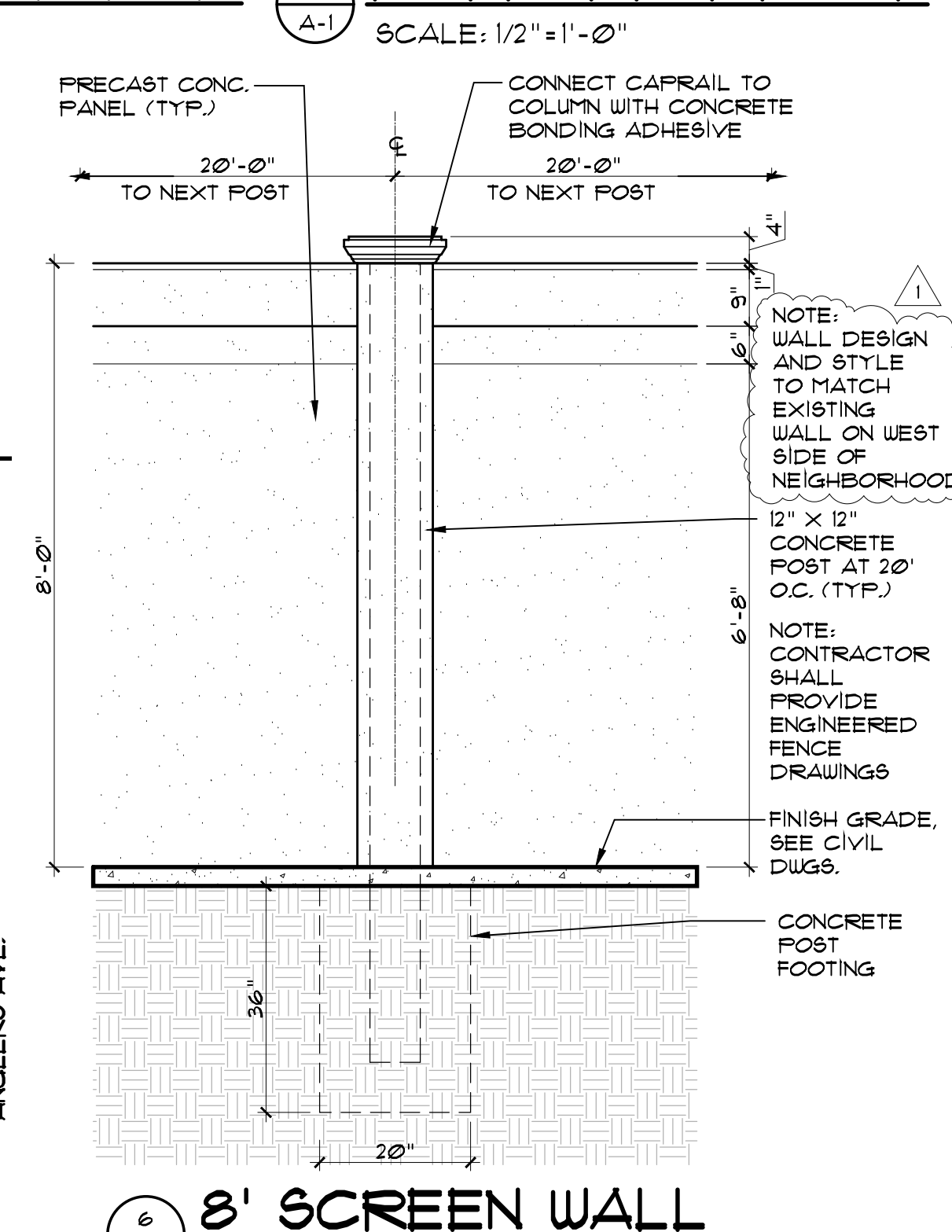
4 BOLLARD DETAIL
SCALE: 1/2" = 1'-0"



1 LINE OF SIGHT DIAGRAM - BUILDING 1
SCALE: 1/16" = 1'-0"



2 LINE OF SIGHT DIAGRAM - BUILDING 2
SCALE: 1/16" = 1'-0"



6 8' SCREEN WALL
SCALE: 1/2" = 1'-0"

Project	BANYAN BAY INDUSTRIAL BUSINESS PARK 4491 ANGLERS AVE DANIA BEACH, FL 33512 PREPARED FOR CONSTELLATION REAL ESTATE PARTNERS
Sheet Title	SITE DETAILS
Project No.	25004
Date	09-05-2024
Drawn by	M.U.
Proj. Mgr.	M.U.
Job. Capt.	M.U.
File	

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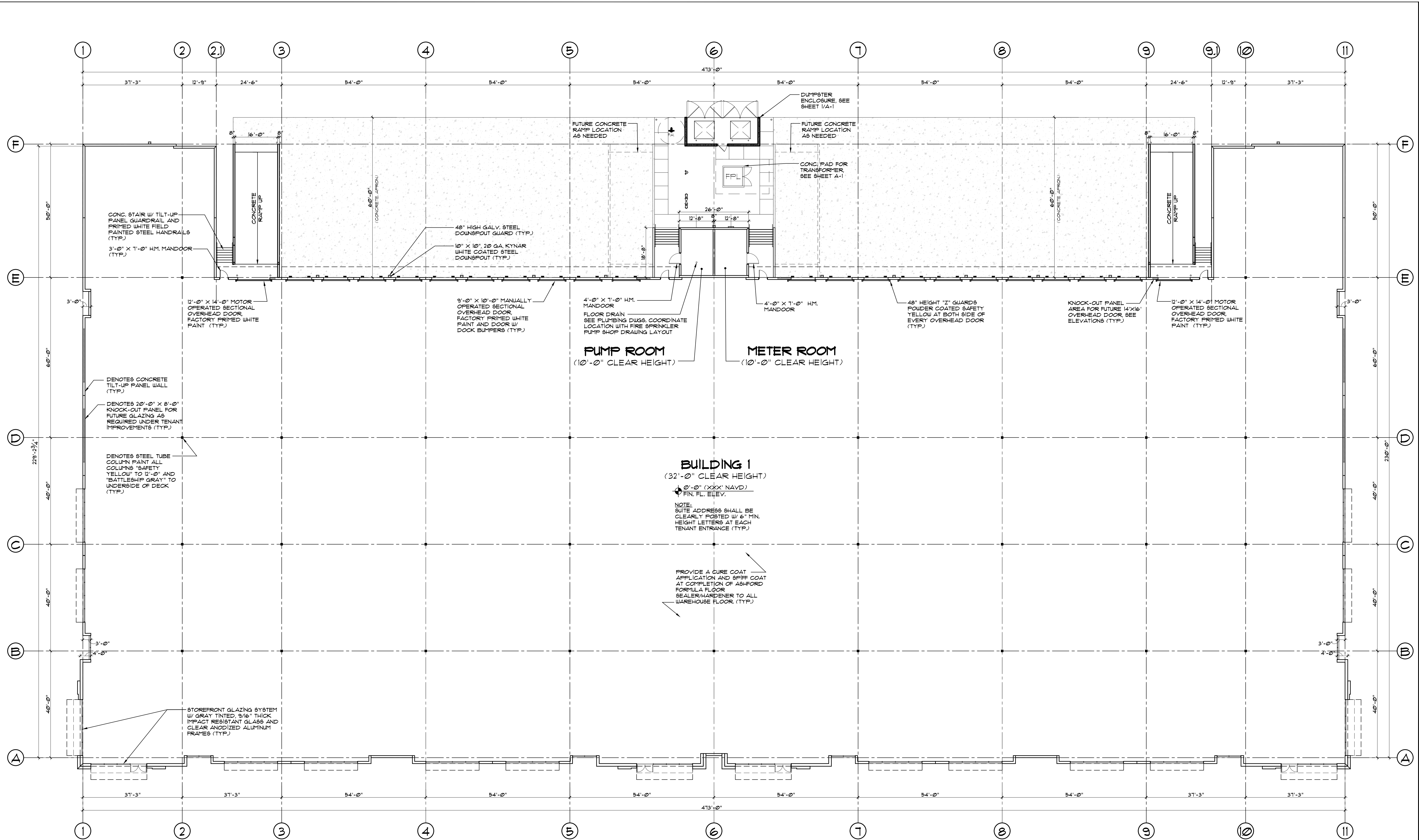
REVISIONS:

1	DRC COMMENT	09/26/24
2	DRC COMMENT	12/05/24

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real estate partners

corrales group
architects

CORRALES GROUP ARCHITECTS
2300 Corporate Blvd. N.W., Suite 145
Boca Raton, Florida 33431
(561) 995-6700
Corporation no. AA-0002519
Architect no. AR-0009125

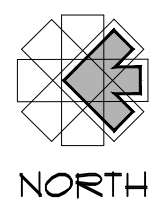


1
A-2

FLOOR PLAN - BUILDING 1

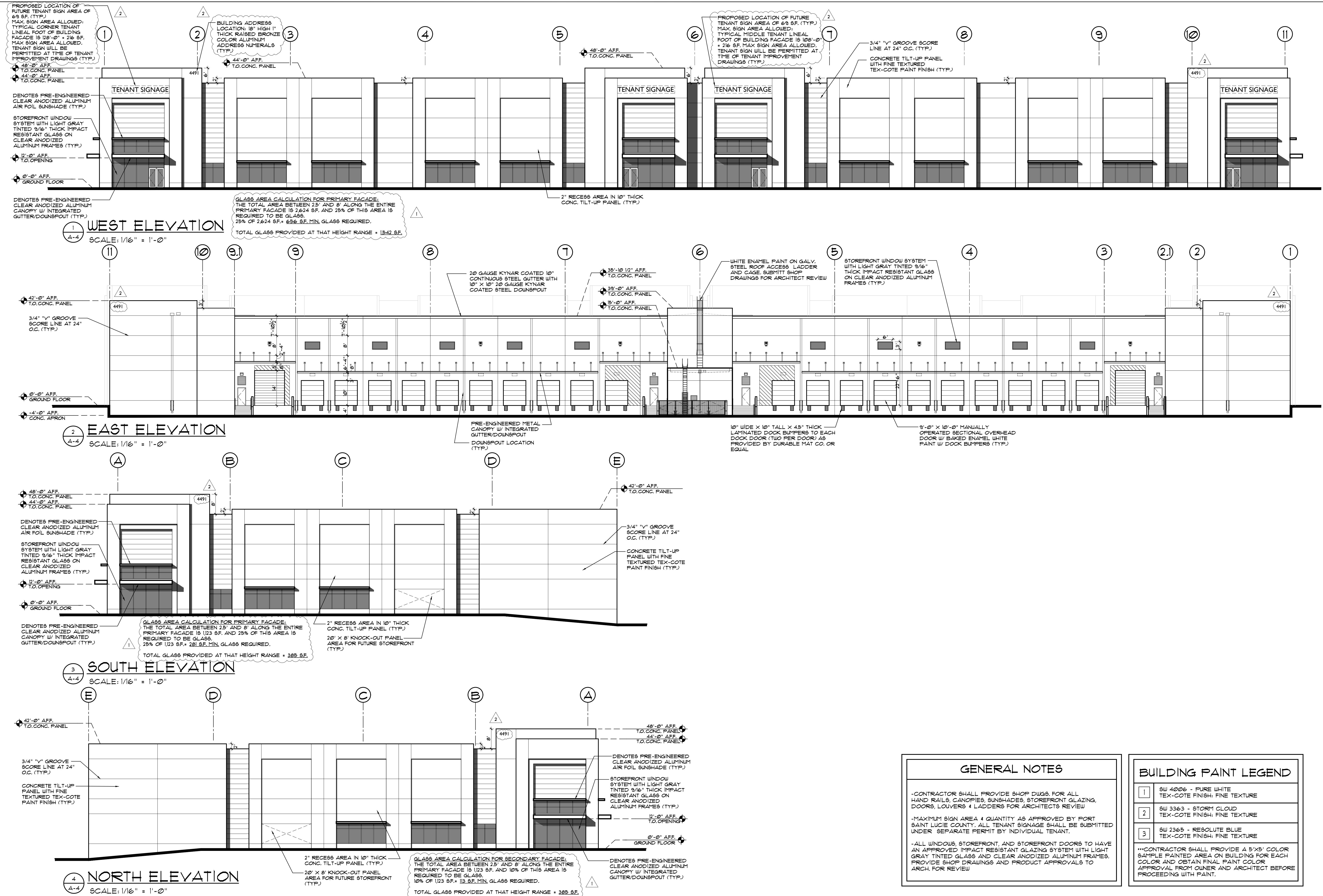
SCALE: 1/16" = 1'-0"

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	Drawn by		
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BANYAN BAY INDUSTRIAL BUSINESS PARK 4491 ANGLES AVE DANIA BEACH, FL 33312 PREPARED FOR CONSTELLATION REAL ESTATE PARTNERS			
SHEET TITLE	BUILDING 1 FLOOR PLAN		Project No.
Sheet No.	A-2		Date 09-05-2024



SCALE: 1/16" = 1'-0"

[illegible]



GENERAL NOTES

-CONTRACTOR SHALL PROVIDE SHOP DUGS FOR ALL HAND RAILS, CANOPIES, SUNSHADES, STOREFRONT GLAZING, DOORS, LOUVERS & LADDERS FOR ARCHITECTS REVIEW

-MAXIMUM SIGN AREA & QUANTITY AS APPROVED BY PORT SAINT LUCIE COUNTY. ALL TENANT SIGNAGE SHALL BE SUBMITTED UNDER SEPARATE PERMIT BY INDIVIDUAL TENANT.

-ALL WINDOWS, STOREFRONT, AND STOREFRONT DOORS TO HAVE AN APPROVED IMPACT RESISTANT GLAZING SYSTEM WITH LIGHT GRAY TINTED GLASS AND CLEAR ANODIZED ALUMINUM FRAMES. PROVIDE SHOP DRAWINGS AND PRODUCT APPROVALS TO ARCH. FOR REVIEW

BUILDING PAINT LEGEND	
1	SW 4006 - PURE WHITE TEX-COTE FINISH: FINE TEXTURE
2	SW 3363 - STORM CLOUD TEX-COTE FINISH: FINE TEXTURE
3	SW 2365 - RESOLUTE BLUE TEX-COTE FINISH: FINE TEXTURE
***CONTRACTOR SHALL PROVIDE A 5'X5' COLOR SAMPLE PAINTED AREA ON BUILDING FOR EACH COLOR AND OBTAIN FINAL PAINT COLOR APPROVAL FROM OWNER AND ARCHITECT BEFORE PROCEEDING WITH PAINT.	

Proj. Mgr.
M.U.
Drawn by
M.U.

Job. Capt.
M.U.
File

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FOR ANY OTHER
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REVISIONS:
1 DRC COMMENT
09/26/24
2 DRC COMMENT
12/05/24

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Suite 145
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(561) 995-6700
Corporation no. AA-0002519
Architect no. AR-0009125

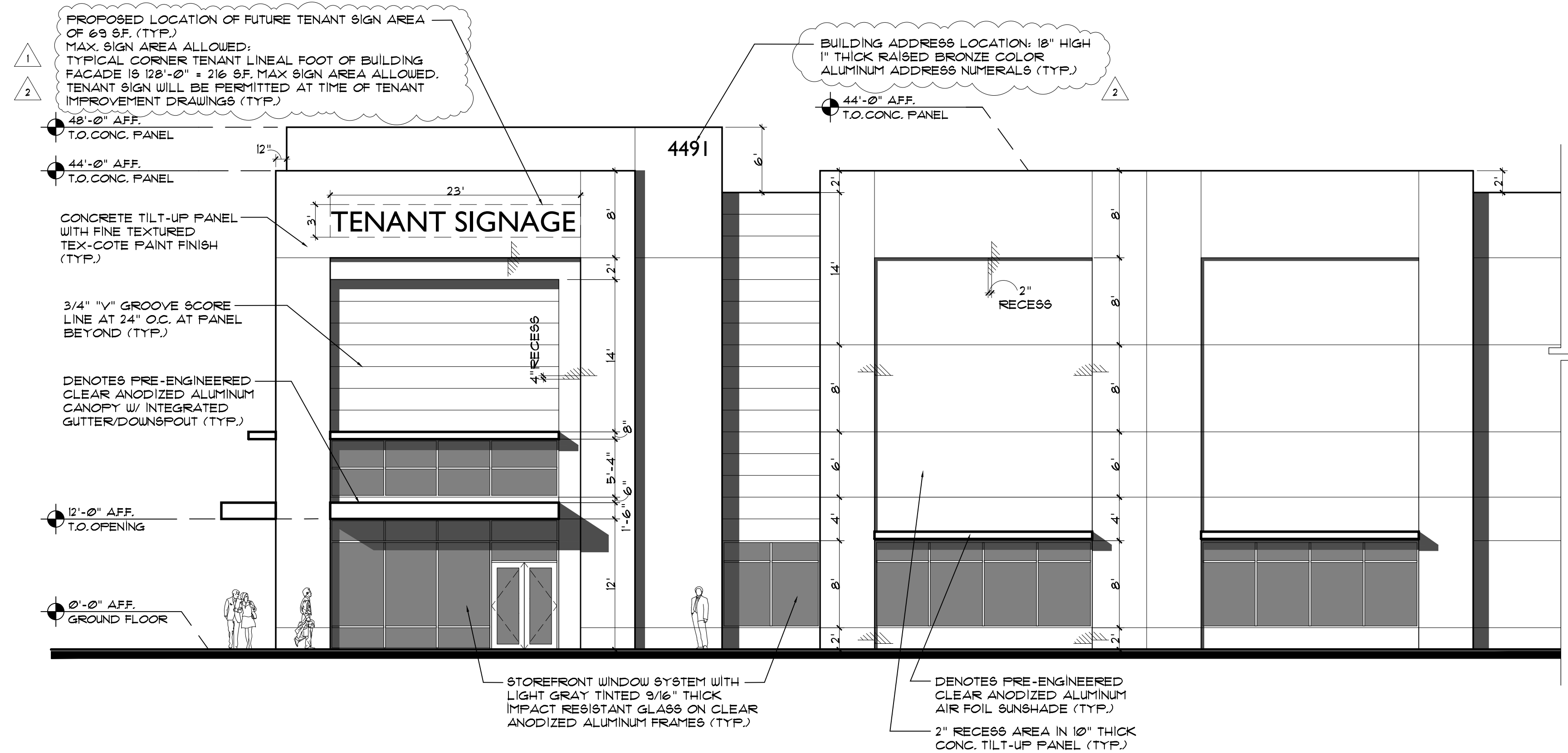
Project
BANYAN BAY
INDUSTRIAL BUSINESS PARK
4491 ANGLES AVE
DANIA BEACH, FL 33312
PREPARED FOR
CONSTELLATION
REAL ESTATE PARTNERS

Sheet No.
A-5

SHEET TITLE
ELEVATIONS
BUILDING 2

Project No.
25004

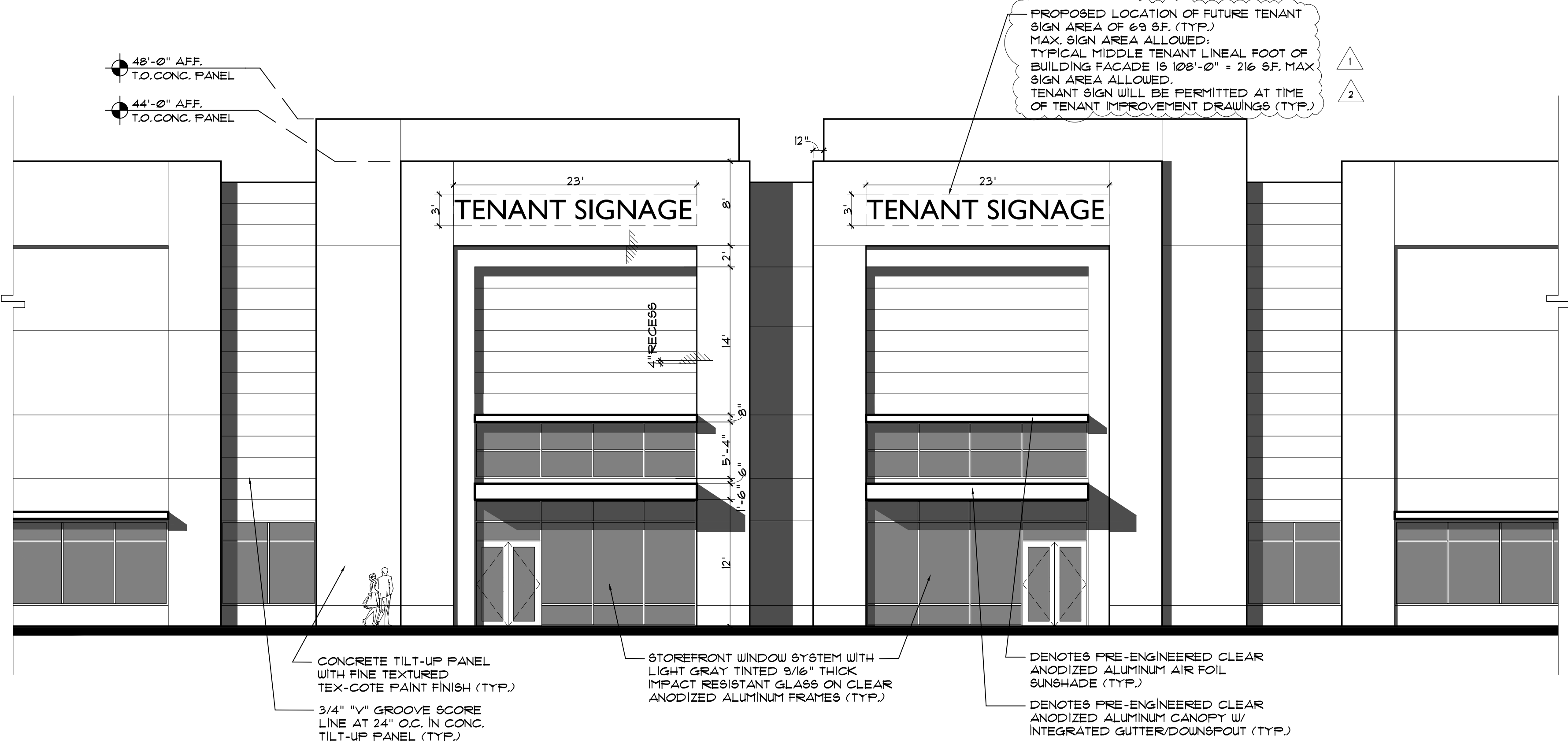
Date
09-05-2024



1 TYPICAL CORNER ENTRY - FRONT ELEVATION
SCALE: 1/8" = 1'-0"



3 TYPICAL CORNER ENTRY - COLORED ELEVATION
SCALE: N.T.S.



2 MIDDLE ENTRY ELEVATION
SCALE: 1/8" = 1'-0"



4 TYPICAL MIDDLE ENTRY - COLORED ELEVATION
SCALE: N.T.S.

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Drawn by	M.U.	File	

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2	DRC COMMENT	12/05/24

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Corporation no. AA-0002519
Architect no. AR-0009125

Project
BANYAN BAY
INDUSTRIAL BUSINESS PARK
4491 ANGLES AVE
DANIA BEACH, FL 33312
PREPARED FOR
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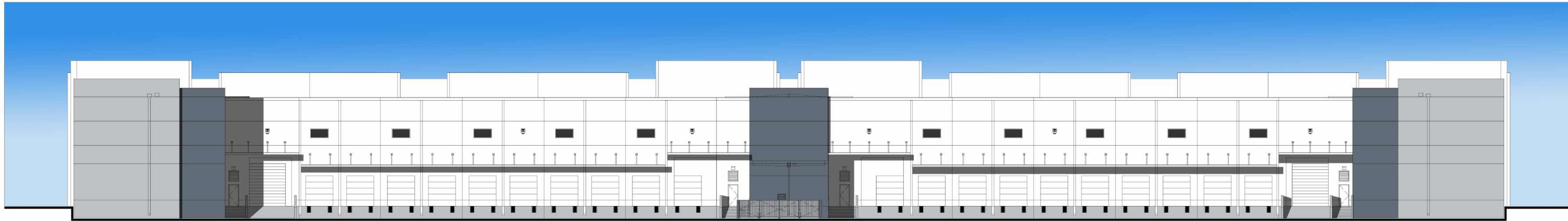
SHEET TITLE
ENTRY
DETAILS

Project No. 25004
Date 09-05-2024

Sheet No. A-6



EAST ELEVATION



WEST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

PAINT COLOR LEGEND:

-  PANTONE 296C, #000033
TEXT-COTE FINISH: FINE TEXTURE
-  SW 7005- PURE WHITE
TEX-COTE FINISH: FINE TEXTURE
-  SW 6250 - GRANITE PEAK
TEXT-COTE FINISH: FINE TEXTURE
-  SW 7065- ARGOS
TEX-COTE FINISH: FINE TEXTURE

Drawn by	M.U.	Proj. Mgr.	M.U.
	File:		M.U.
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Project	BANYAN BAY INDUSTRIAL BUSINESS PARK 4491 ANGLES AVE DANIA BEACH, FL 33312 PREPARED FOR CONSTELLATION REAL ESTATE PARTNERS		
	SHEET TITLE	COLORED ELEVATIONS	Date
Sheet No.	A-7	Project No.	25004
		Date	09-05-2024



 **PERSPECTIVE VIEWS**
SCALE: N.T.S.

M.U.	M.U.
File:	Job, Capt. M.U.

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Corporation no. AA-0002519
Architect no. AR-0009125

**BANYAN BAY
INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE
DANIA BEACH, FL 33312
PREPARED FOR
CONSTELLATION
REAL ESTATE PARTNERS**

SHEET TITLE

PERSPECTIVE VIEWS

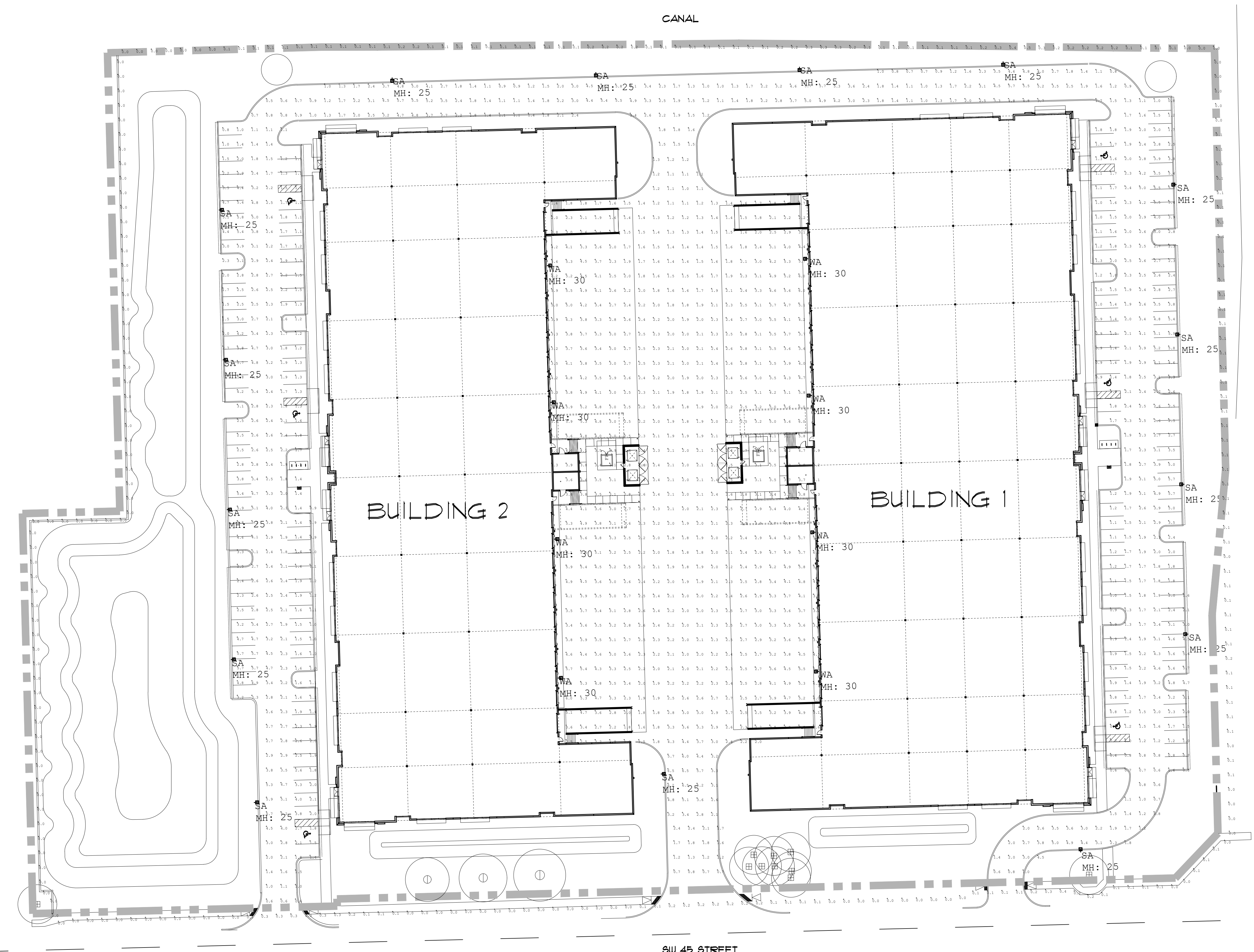
Project No.

25004

Date

09-05-2024

A-8



Luminaire Schedule									
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Luminaire Watts	Total Watts	
WA	8	WA	Single	Xtra Light VNTL-40000L-40K-DIM-4S-N-XX-XX	0.900	39969	280.2	2241.6	
SA	15	SA	Single	Xtra Light VNTL-30000L-40K-DIM-4S-N-XX-XX-HSS	0.900	20773	217	3255	

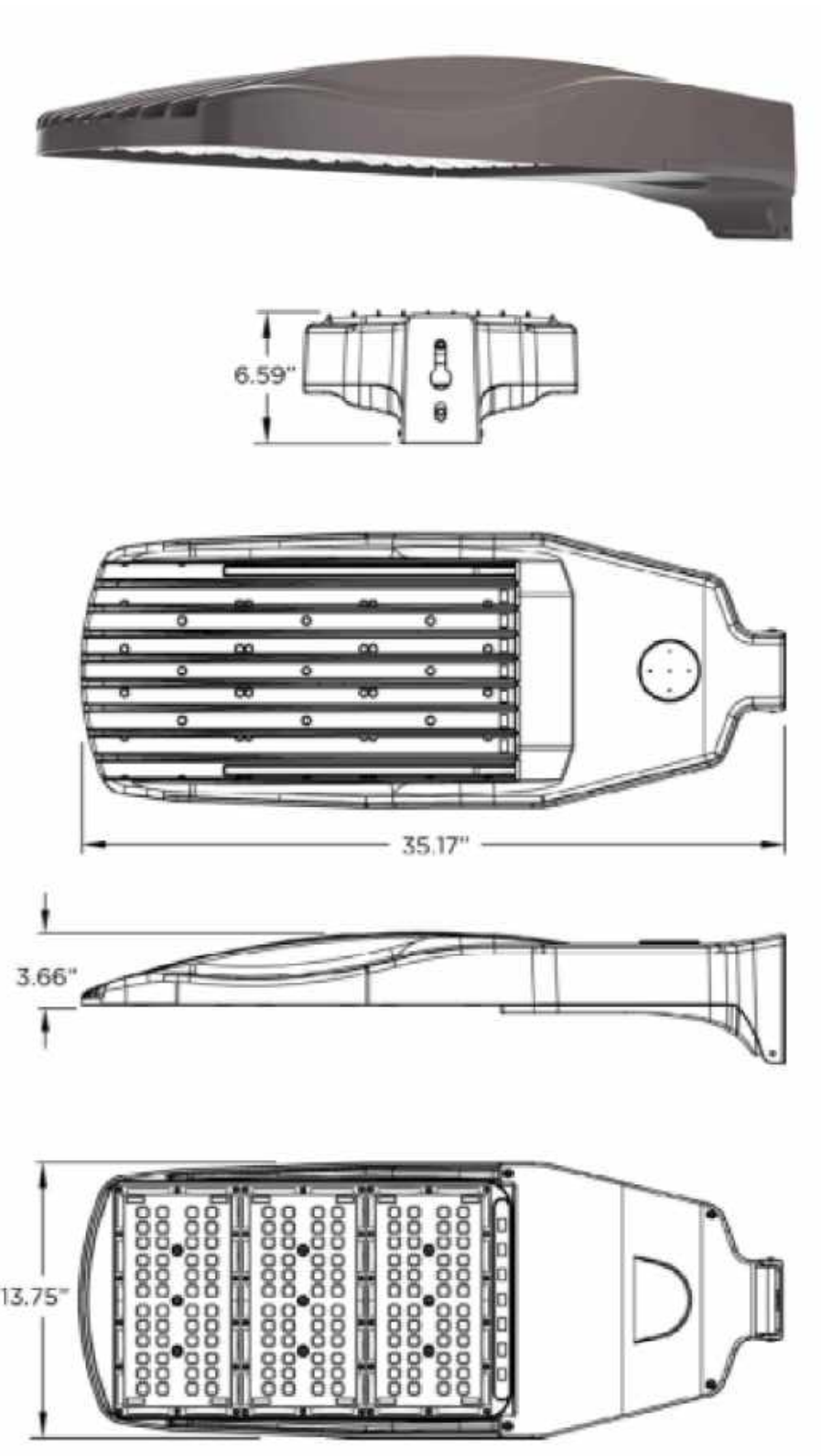
Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
Parking and Drive Lane	Illuminance	Fc	2.41	5.9	0.5	4.82	11.80	
Property Line	Illuminance	Fc	0.08	0.5	0.0	N.A.	N.A.	
Truck Court	Illuminance	Fc	3.03	6.5	1.0	3.03	6.50	

1

A-9

SITE PHOTOMETRICS

SCALE: 1/30"=1'-0"



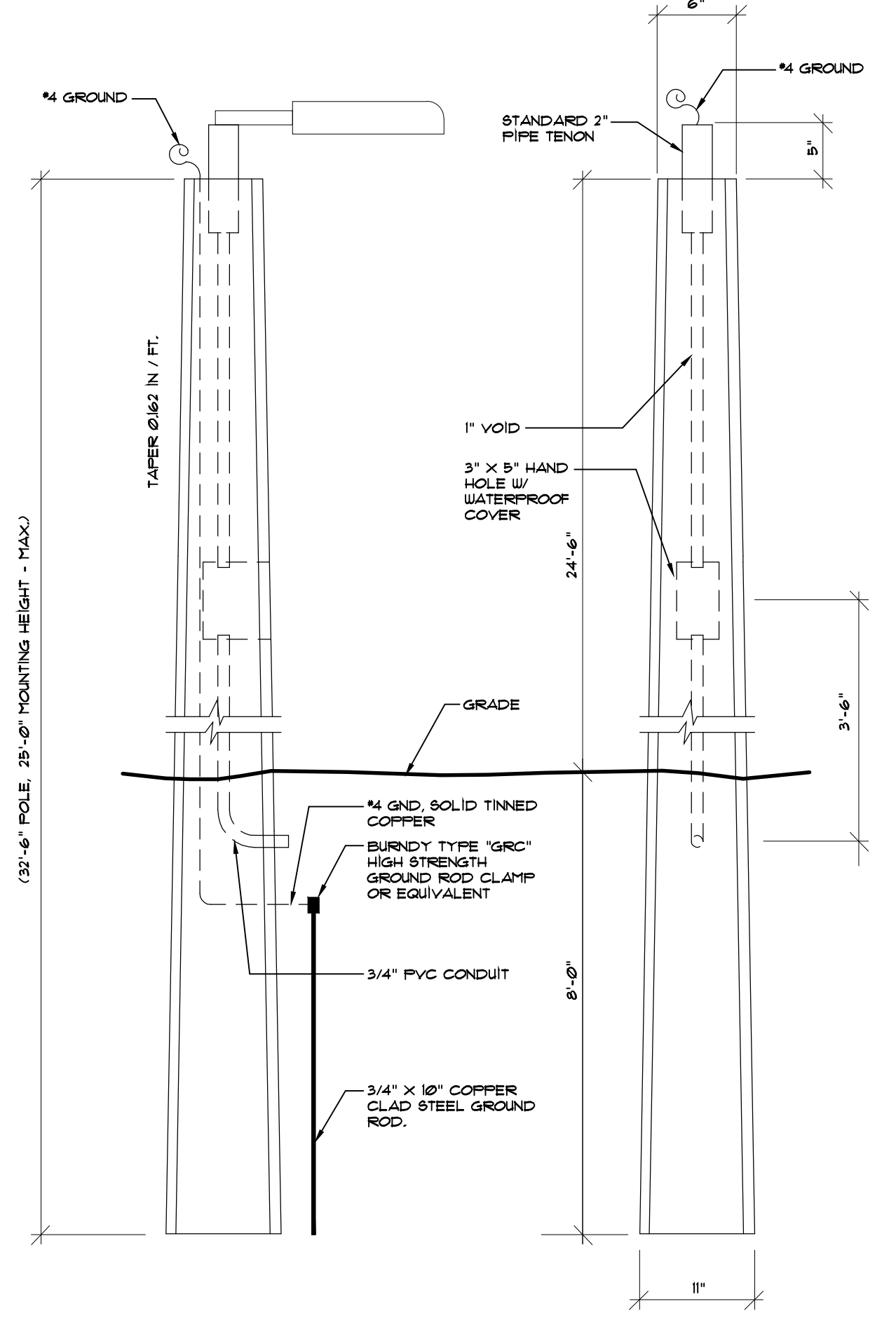
PROPOSED FIXTURE:
VIENTO AREA LUMINAIRE A8 PROVIDED BY XTRALIGHT
SIZE: LARGE
COLOR: CLEAR ANODIZED
(SEE PLAN FOR MOUNTING HEIGHT)

2

A-9

LIGHT FIXTURE DETAIL

SCALE: N.T.S.



NOTE:
THE POLE SUPPLIER SHALL CERTIFY THAT POLE WITH FIXTURE
AS SPECIFIED WILL MEET THE WIND LOAD CRITERIA OF THE 2020
FLORIDA BUILDING CODE, SECTION 1620 FOR MIAMI-DADE CO.
PROVIDE SIGNED AND SEALED CALCULATIONS BY A
REGISTERED FLORIDA ENGINEER

3

A-9

CONCRETE LIGHT POLE DETAIL

SCALE: N.T.S.

Drawn by
M.U.

Proj. Mgr.
M.U.

File

Job. Cpt.
M.U.

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Boca Raton, Florida 33431

(561) 995-6700

Corporation no. AA-0002519

Architect no. AR-0009125

BANYAN BAY

INDUSTRIAL BUSINESS PARK

4491 ANGLERS AVE

DANIA BEACH, FL 33312

PREPARED FOR

CONSTELLATION

REAL ESTATE PARTNERS

Project

PHOTOMETRIC SITE PLAN

Sheet No.

A-9

SHEET TITLE

Project No.

25004

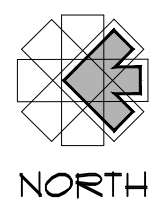
Date

09-05-2024



SCALE: 1/16" = 1'-0"

Sheet No. **A-10**



A triangle with a vertical line segment inside it, labeled '1'.

[illegible]

75.1' 0' 1'

ZONING: IROM-AA
USE: MARINA - 1
FLOOR

LEGAL DESCRIPTION:

PARCEL 1:

PARCEL 1 OF MVL PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 164, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

PARCEL 2:

THE SOUTH 300 FEET LESS THE SOUTH 25 FEET AND LESS THE WEST 120 FEET OF TRACT 5, IN BLOCK 4, OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, ACCORDING TO THE MARSHALL EVERGLADES LAND COMPANY ANNEDED PLAT OF SECTIONS 28, 29, 31, AND 32, TOWNSHIP 50 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

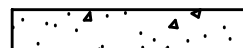
PARCEL 3:

THE EAST 142 FEET OF THAT PART OF TRACT 5, IN BLOCK 4, LYING SOUTH OF DANIA CUT-OFF CANAL, EXCEPTING THEREFROM THE SOUTH 300 FEET OF SAID TRACT, ALL BEING LOCATED IN BLOCK 4 OF SECTION 29, TOWNSHIP 50 SOUTH, RANGE 42 EAST, RECORDED IN PLAT BOOK 2, PAGE 32, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; SAID LANDS SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

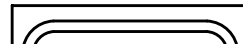
SAID LANDS SITUATE IN THE CITY OF DANIA, BROWARD COUNTY, FLORIDA, CONTAINING 456.962 SQUARE FEET OR 10.490 ACRES MORE OR LESS.

RAVENSWOOD

LEGEND



PROPOSED CONCRETE



PROPOSED CURBING - TYPE "D"



PROPOSED LIGHT POLE
(REFER TO ELECTRICAL DWGS.)



EOW (EDGE OF WATER)



BUILDING SETBACK LINE



FIRE TRUCK TURNING RADIUS



PROPOSED EASEMENT



PROPOSED FDC



PROPOSED FIRE HYDRANT

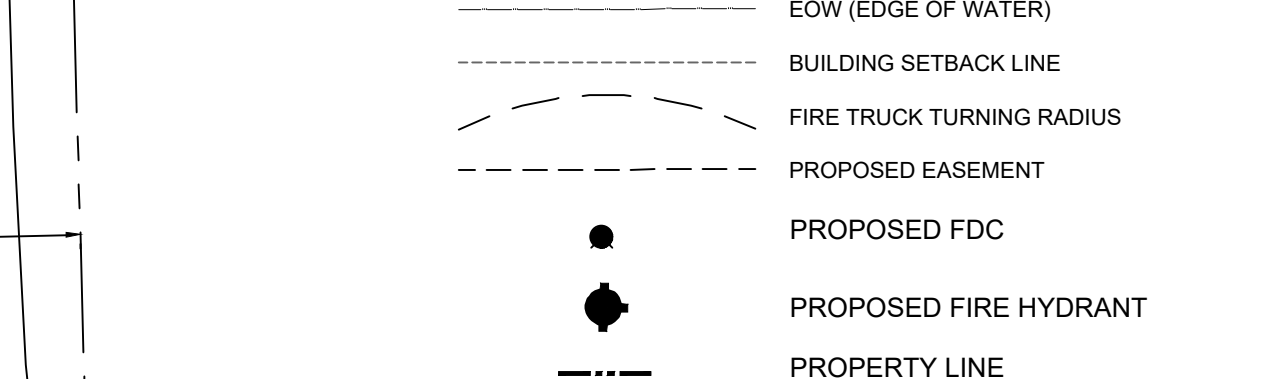


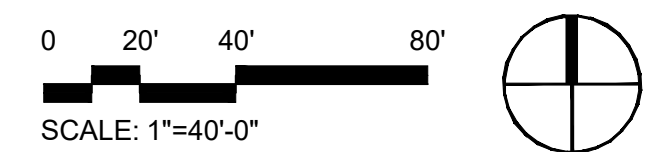
PROPERTY LINE



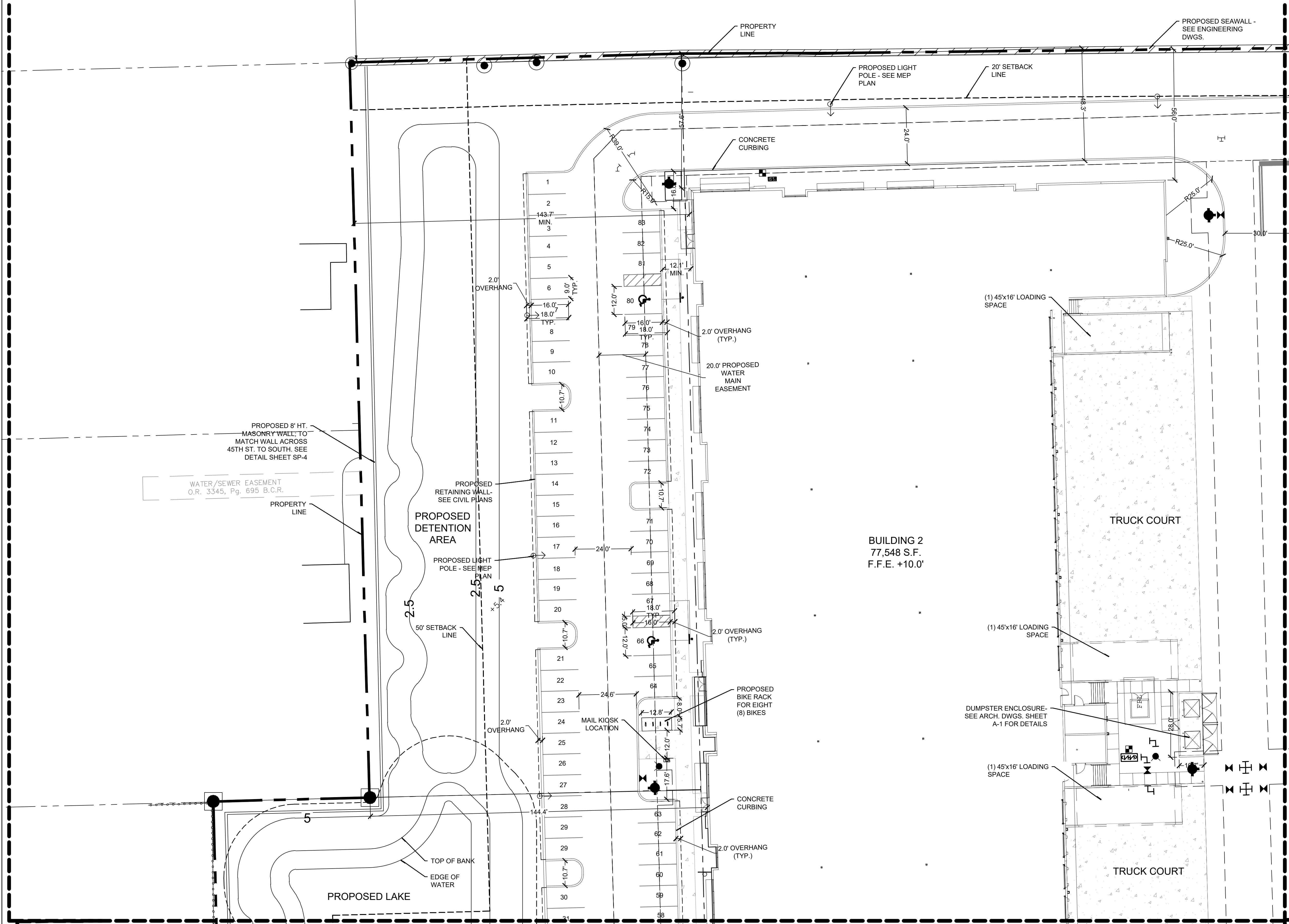
POST AND PANEL INFORMATIONAL
SIGN (TYP.)

ZONING: IROM-AA
USE: MARINA - 1
FLOOR



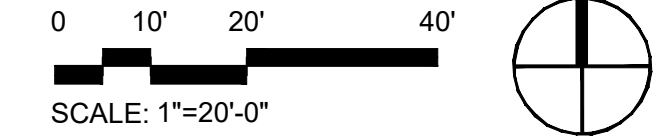


\\cstaff\02\Landscape\2006\06-0036-007-01 BANYAN BAY-DANIA Drawings\06-0036-07-01 SP.dwg [SP-1] Jan 24, 2025 1:38pm ESCHOFIELD



LEGEND

- PROPOSED CONCRETE
- PROPOSED CURBING - TYPE "D"
- PROPOSED LIGHT POLE (REFER TO ELECTRICAL DWGS.)
- EOW (EDGE OF WATER)
- BUILDING SETBACK LINE
- FIRE TRUCK TURNING RADIUS
- PROPOSED EASEMENT
- PROPOSED FDC
- PROPOSED FIRE HYDRANT
- PROPERTY LINE
- POST AND PANEL INFORMATIONAL SIGN (TYP.)



DATE:	12/5/2024	AS NOTED
SCALE:		EWS
DESIGN BY:		EWS
DRAWN BY:		EWS
CHECKED BY:		EWS
APPROVED BY:		SWP
DATE:	01/24/2025	
BY:		
DESCRIPTION:		
1	CITY COMMISSION SUBMITTAL	

Craven-Thompson & Associates, Inc.

ENGINEERS • PLANNERS • SURVEYORS

3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309

FAX: (954) 739-6409 TEL.: (954) 739-6400

FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271

FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C00014

BANYAN BAY INDUSTRIAL BUSINESS PARK

4491 ANGLERS AVE.

DANIA BEACH, FL 33312

PREPARED FOR:

CONSTELLATION REAL ESTATE PARTNERS

Erik W. Schofield

Florida P.L.A. No. 6667682

PROJECT NO.

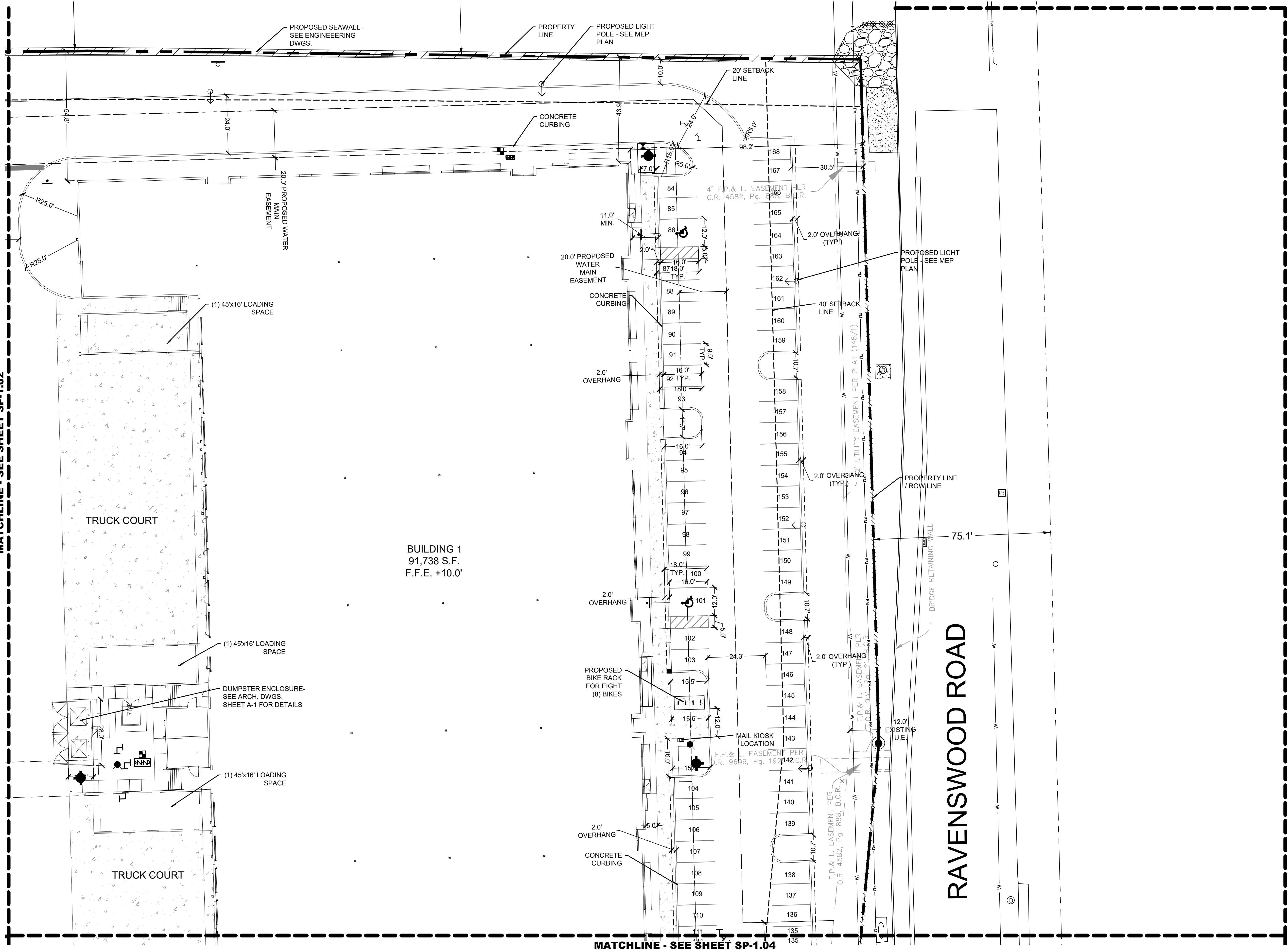
06-0036-006-01

SP-1

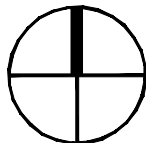
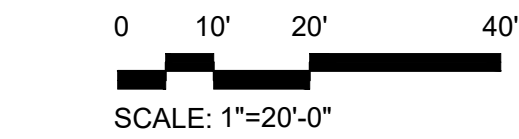
SHEET 3 OF 20

\\ctafine02\Landscape\2006\06-0036-007-01 BANYAN BAY-DANIA Drawings\06-0036-07-01 SP.dwg [SP-2] Jan 24, 2025 1:38pm ESCHOFIELD

MATCHLINE - SEE SHEET SP-1.02



MATCHLINE - SEE SHEET SP-1.04



LEGEND

- PROPOSED CONCRETE
- PROPOSED CURBING - TYPE "D"
- PROPOSED LIGHT POLE (REFER TO ELECTRICAL DWGS.)
- EOW (EDGE OF WATER)
- BUILDING SETBACK LINE
- FIRE TRUCK TURNING RADIUS
- PROPOSED EASEMENT
- PROPOSED FDC
- PROPOSED FIRE HYDRANT
- PROPERTY LINE
- POST AND PANEL INFORMATIONAL SIGN (TYP.)

DATE:	12/5/2024
SCALE:	AS NOTED
DESIGN BY:	EWS
DRAWN BY:	EWS
CHECKED BY:	EWS
APPROVED BY:	DATE: 01/24/2025
BY:	
DESCRIPTION:	1 CITY COMMISSION SUBMITTAL

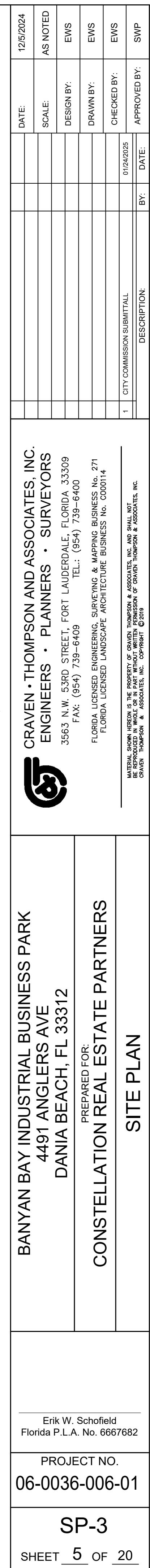
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3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309
FAX: (954) 739-6409 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271
FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS No. C000114

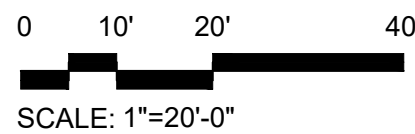
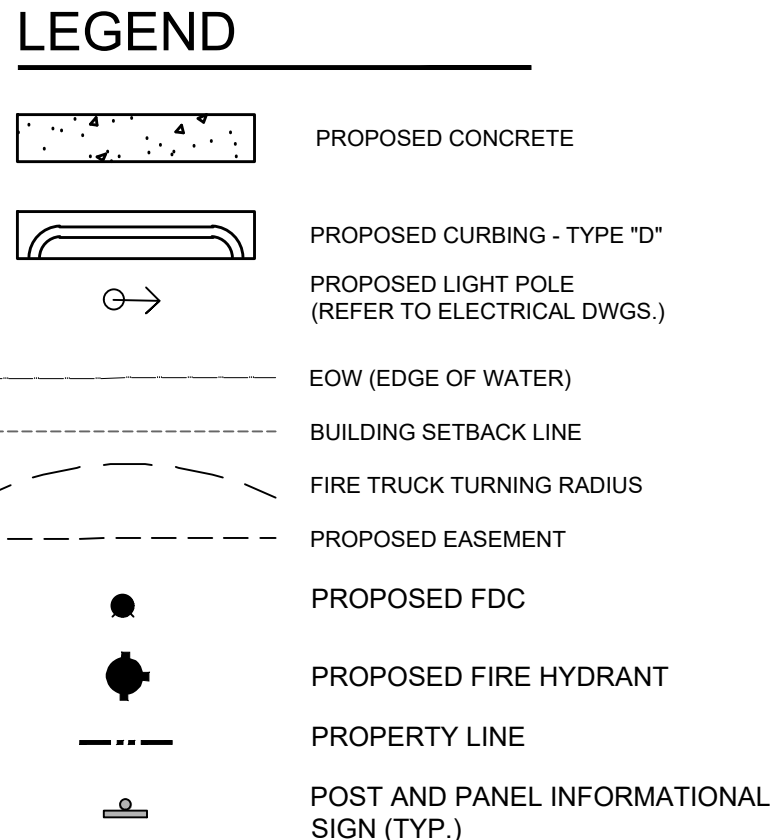
BANYAN BAY INDUSTRIAL BUSINESS PARK
4491 ANGLERS AVE.
DANIA BEACH, FL 33312

PREPARED FOR:
CONSTELLATION REAL ESTATE PARTNERS

SITE PLAN

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Erik W. Schofield Florida P.L.A. No. 6667682
PROJECT NO. 06-0036-006-01
SP-4
SHEET 6 OF 20

December 12, 2024

Sincerely,
Tracy Slavens, Esq.
LSN Law, P.A.

Batista, Viviana Claudia

From: Lajoie, Corinne
Sent: Tuesday, January 14, 2025 5:01 PM
To: Batista, Viviana Claudia; Cuervo, Alejandra
Cc: Norena, Eleanor
Subject: RE: Banyan Bay Public Outreach notes

Thank you for the summary. Were any elected in attendance?



Corinne Lajoie, AICP, Deputy Director
clajoie@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd, Dania Beach, FL, 33004
Phone: 954924.6800, x3704



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: Batista, Viviana Claudia <cbatista@daniabeachfl.gov>
Sent: Monday, January 13, 2025 6:48 PM
To: Lajoie, Corinne <clajoie@daniabeachfl.gov>; Cuervo, Alejandra <acuervo@daniabeachfl.gov>
Subject: Banyan Bay Public Outreach notes

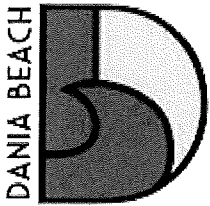
1. Resident had questions about flooding and how the site will handle flood capacity. Applicant explained how the site is required to meet engineering and storm water requirements.
2. Resident had questions on how the site will channeling traffic from the east and how much the road capacity was to handle the truck load. Applicant explained how they traffic circulation on site meet the traffic needs.
3. Resident had questions about landscape and how they were preserving the existing species. Applicant explained the process of preserving them.
5. Resident had questions on the lighting and how it was handled no to spill over the canal to the neighboring properties. Applicant addressed all questions meeting photometric requirements.
6. Resident had questions about the boater's park across the canal and if it would impact the boat mooring for the county facility. Applicant mentioned it will not be affected.
7. Resident suggested for developer to provide a sidewalk to connect residence tial park to site for workers from the development to enjoy at lunch. Applicant said it might be something the city can consider.
8. Resident ask if filling the basin required a variance and if any was requested. Applicant mentioned no variances are being sought and the application for filling the basin is going thru Army Corp of Engineers as well as County Environmental.

9. Resident had questions about traffic coming from the port or the airport and how it will affect the load on Ravenswood and neighborhood streets. Also mentioned the traffic created from people going to the airport cutting thru the neighborhood. Applicant proposed to do a traffic calming study on 45th and if needed, they are willing to do a traffic calming table.

10. Resident had questions about buffering to the residential community to the west and how tall and solid the wall was proposed. Applicant explained they are proposing an 8ft wall as requested by the city and landscape buffering.

Sent from my T-Mobile 5G Device

[Get Outlook for Android](#)



Claudia Viviana Batista, Planning & Zoning Manager

cbatista@daniabeachfl.gov | daniabeachfl.gov

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

Phone: 954.924.6800, x3654



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.



City of Dania Beach City Attorney Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

FROM: Eve A. Boutsis, City Attorney

VIA: Ana M. Garcia, City Manager

SUBJECT: Ordinance Regarding the City's Vacation Rental Ordinance

Request:

To amend Chapter 16 entitled Vacation Rental Ordinance to clarify three items.

-

Background:

The reporting by the Broward Sheriff's Office (BSO)/police department, or code compliance department of two or more incidents in a 12 month period of misdemeanor or any felony activities at the vacation rental property by a property owner, tenant or visitor/licensee, resulting in a police incident report that the activities also caused a disturbance of the neighborhood will provide a basis for suspension or revocation of a vacation rental certificate. Conviction or nolle prosecution of the misdemeanor or felony activities of the property owner, tenant, licensee, is not needed to support the suspension or revocation. Rather, the testimony of the officer that the misdemeanor or felony activities resulted in a disturbance of the quiet enjoyment or safety of the neighborhood shall be sufficient support of the city manager's decision to suspend or revoke a vacation rental certificate

Budgetary Impact

No budgetary impact

Recommendation

That the City Commission approve the ordinance on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 16, ENTITLED “VACATION RENTALS”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACATION RENTALS, DEFINING VACATION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY’S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has a grandfathered Vacation Rental ordinance in place, which is found at Chapter 16, of the City’s Code; and

WHEREAS, the City desires to provide clarity as to three matters: (1) that a vacation rental property in the City is required to be leased for five consecutive days, and as such, any advertisement for the property should reflect this requirement or face a code violation; (2) defining vacation rental occupancy as those authorized to stay overnight in the property (no more than 10 persons), while allowing visitors, which could exceed the 10 person capacity – with the qualifier that these visitors cannot stay overnight; and (3) that the City amend the ordinance to specifically reference the City’s noise ordinance provisions for clarity purposes; and

WHEREAS, these clarifications will resolve concerns raised in enforcement and will assist the City in better regulating vacation rentals, without interference with state law requirements.

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 16, entitled "Vacation Rentals" be amended as follows:

CHAPTER 16 VACATION RENTALS

* * *

Sec. 16-2. Vacation rentals.

* * *

(g) *Code violations.*

(1) If an owner of a dwelling unit used for vacation rentals has been cited and found to be in violation of a zoning, building, housing, density, life/safety or fire code or regulation by the county court or code enforcement special magistrate, the order of the court or special magistrate shall include payment of an administrative fee for each required inspection or re-inspection of the dwelling unit in an amount to be determined by resolution of the city commission. The required inspection fees shall be included as part of the administrative costs assessed by the city and shall be included in any liens filed by the city.

(2) Each day of renting a dwelling unit for vacation rental use without having a vacation rental certificate shall constitute a separate and distinct violation of this section.

(3) Advertising for less than five (5) consecutive days shall be indicia of a violation and shall result in a notice of violation to issue.

* * *

(i) *Vacation rental occupants.*

(1) Maximum occupancy of a dwelling unit for vacation rental use shall not exceed two (2) persons per bedroom plus two persons, but in no event shall the total occupancy of any single vacation rental dwelling unit exceed ten (10) persons or violate the minimum housing standards of chapter 8 "buildings" of this Code. Third persons may visit the occupants, but no more than 10 persons may stay overnight, as occupants of the vacation rental.

(2) The occupant(s) of each vacation rental dwelling unit should receive a written copy of this chapter and the city's pet, noise, and trash regulations.

(3) The written agreement between the property owner and the occupant(s) should specify all of the following:

- (i) The name of all persons who will be occupying the unit;
- (ii) The license tag numbers for all vehicles that the occupant(s) will be parking at the unit, with a total number not to exceed the number of legal parking spaces at the unit, as designated on the vacation rental certificate;
- (iii) The occupant(s)' agreement to abide by all the requirements of this section, and acknowledgement that his or her rights under the agreement may not be transferred or assigned to anyone else without a new agreement being entered into between the new occupant(s) and the owner; and
- (iv) The occupant(s)' acknowledgement and agreement that violation of the agreement or this section may result in immediate termination of the agreement and eviction from the vacation rental unit by the owner or resident agent, and potential liability for payment of fines levied by the city.
- (v) The occupant(s)' acknowledgement of knowledge of the City's noise ordinance – Section 17-81, of the City's Code of Ordinances, which provides that it is unlawful to allow noise that can be heard from distance of one hundred (100) feet from the

building; and between the hours of 11:00 p.m. and 7:00 a.m., it shall be unlawful and considered an unreasonably loud sound to cause or permit to originate from the real property he, she, or it controls, any sound which can be heard from any property line of the emitting property.

- (4) Occupants may only park in the spaces designated on the vacation rental certificate sketch.
- (5) All occupants must evacuate from the vacation rental upon posting of any nonresident evacuation order.

* * *

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

Section 4. 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 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 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

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the
newspaper's website, if authorized on Feb 15, 2025
Dania Beach 2025-02-25 - 2nd Read Ord
Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

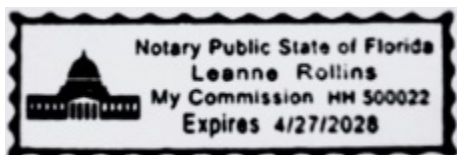


Signature of Affiant

Sworn to and subscribed before me this: February 16, 2025.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: eriera@daniabeachfl.gov,emccleendon@daniabeachfl.gov,kmichelin@daniabeachfl.gov
7764088

**NOTICE OF HEARING BEFORE CITY
COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, REGARDING FIRST
READING OF THE FOLLOWING
PROPOSED ORDINANCE:**

NOTICE IS GIVEN that on February 25, 2025, at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the proposed first reading of the following ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 16, ENTITLED "VACATION RENTALS", OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACATION RENTALS, DEFINING VACATION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY'S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED "WATER AND SEWER", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II, "WATER USE AND WATER SHORTAGE REGULATIONS" TO AMEND THE TITLE TO "WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUN-SENTINEL

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the proceedings should contact the City Clerk's Office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624 at least 48 hours prior to the meeting.

/s/ Elora Riera, MMC
City Clerk
2/15/2025 7764088

Order # - 7764088



City of Dania Beach City Attorney Memorandum

DATE: 2/25/2025

TO: Mayor and Commissioners

FROM: Sponsor: Commissioner Luis Rimoli

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Ordinance Amending Chapter 27 Relating to Irrigation

Request:

To amend Chapter 27 of the City's Code of Ordinances to update the City's schedule for authorized irrigation

Background:

Commissioner Luis Rimoli was contacted by a resident asking to change the times the City authorizes residents to irrigate their landscaping to better ensure conservation and more specifically ensure that children on their way to school or from school can use the sidewalks without risk of getting wet from sprinklers. This would ensure that children remain on the sidewalks and not risk walking in the roadways to avoid sprinklers.

The existing code provided that property owners can irrigate two times a week between 12:00 a.m. to 9:00 a.m. and 9:00 p.m. to 11:59 p.m. The modification proposes to change the hours to 12:00 a.m. to 6:00 a.m., and 6:00 p.m. to 11:59 p.m.

Irrigation regulations are found at Article II of Chapter 27. Part II was entitled "Water Use And Water Shortage Regulations", and seemed to indicate that the entire Article only addressed emergency water shortage regulations. The Article actually addressed emergency and standard regulations. Because of this ambiguity, the Title is being amended to reflect not only emergency regulations but also the standard, or regular regulation of irrigation practices. Then, the Article was subdivided into two parts – Subpart A and B. Subpart A addresses all emergency water shortage regulations. Part B is designed to address normal irrigation regulations and is entitled "Permanent Restrictions for Lawn and Landscaping Irrigation."

Additionally, there may be new regulations relating to when pesticides, herbicides, and fertilizers can be used, so there is a specific reference made to State law, South Florida Water Management District and Broward County for these regulations.

Budgetary Impact

No budget impact anticipated

Recommendation

That the City Commission approve the resolution.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED “WATER AND SEWER”, OF THE CITY’S CODE OF ORDINANCES BY AMENDING ARTICLE II, “WATER USE AND WATER SHORTAGE REGULATIONS” TO AMEND THE TITLE TO “WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to encourage more children to walk and bike to school, parents need to trust that sidewalks and streets are both safe and convenient from a variety of perspectives; and

WHEREAS, traffic on neighborhood roads and streets is a large impediment to most children walking or biking to school; and

WHEREAS, we know we can do more to ensure safety for our City’s youngest travelers; and

WHEREAS, changing sprinkler times to avoid times when children are coming and going from school will avoid potential risks to children and them going into the street to avoid sprinklers; and

WHEREAS, creating safe routes to school and reducing traffic accidents and injuries is in the city’s best interests.

* * *

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, Water and Sewer, at Article II be amended as follows:

CHAPTER 27
WATER AND SEWER
* * *

ARTICLE II. WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS

SUBPART A – WATER SHORTAGE REGULATIONS

Sec. 27-38. Definitions.

* * *

Sec. 27-39. - Applicability; intent and purpose.

The provisions of this ~~article~~ Subpart A shall apply to all persons using the water resource within the geographical areas year-round and those periods subject to the "water shortage" or "water shortage emergency," as determined by the district, whether from public or privately owned water utility systems, private wells or private connections with surface water bodies. This ~~article~~ Subpart A shall not apply to persons using treated wastewater treatment plant effluent. It is the intent and purpose of this article to protect the water resources of the city from the harmful effects of over utilization year-round and during periods of water shortage and allocate available water supplies by assisting the district in the implementation of its water shortage plan.

* * *

Sec. 27-42. Enforcement; penalties.

Every police officer having jurisdiction in the area governed by this article shall, in connection with all other duties imposed by law, diligently enforce the provisions of this article. In addition, the city manager or designee may also delegate enforcement responsibility for this article to other agencies and departments of the city. Any violation of the provisions of this article is punishable as prescribed by a resolution adopted by the city commission.

SUBPART B – WATER USE AND LANDSCAPE IRRIGATION REGULATIONS

Sec. 27-43. Permanent restrictions for lawn and landscaping irrigation.

- (a) *Restrictions.* Irrigation of new and existing lawns and landscaping (jointly referred to as "landscaping" in this section) is restricted to the hours of 12:00 a.m. to 6:00 a.m., and 6:00 p.m. to 11:59 p.m., 12:00 a.m. to 9:00 a.m. and 9:00 p.m. to 11:59 p.m. two (2) days per week as follows:
- (1) Even-number addressed and rights-of-way or other locations without an address, may accomplish necessary landscape irrigation only on Thursdays, and/or Sundays.
 - (2) Odd-numbered addresses may accomplish necessary landscape irrigation only on Wednesdays, and/or Saturdays.
- (b) *Exclusions.*

- (1) Irrigation of new and established landscaping with reclaimed wastewater shall not be restricted. Low-volume irrigation of new and established landscaping shall not be restricted. Hand watering using a self-canceling nozzle shall not be restricted.
 - (2) Irrigation of established landscaping for purposes of watering-in insecticides, fungicides, ~~and~~ herbicides, and fertilizer where watering-in is required by the manufacturer or by federal, state or local laws, with the following conditions:
 - a. Such watering-in shall be limited to one application unless the need for more than one application is stated in the directions for application specified by the manufacturer.
 - b. Such watering-in shall be accomplished during normally allowable watering days and times set forth in subsection (a) above unless a professional licensed applicator has posted a temporary sign containing the date of application and the date(s) of needed watering-in activity.
 - c. The state of Florida, South Florida Water Management District or Broward County authorizes such use of insecticides, fungicides, herbicides, and fertilizer
 - (3) The operation of irrigation systems for cleaning and maintenance purposes shall be limited to the minimum necessary to maintain efficient operation of the system and each irrigation system zone may be tested not more than once each week for no longer than ten minutes; however, if such cleaning and maintenance is required more than once per week, then the property owner is required to show proof or provide evidence of that need to the department.
 - (4) Athletic playing fields.
 - (5) New landscaping.
- (c) *Exceptions.*
- (1) Any users requesting relief from the provisions of this section shall file an application for exception on a form prescribed by the department but must conform to landscaping irrigation restrictions until the utilities director or designee grants a temporary exception or until the city manager or designee grants the exception.
 - (2) *Criteria for issuance.* No application for an exception shall be granted unless the applicant demonstrates that a strict adherence to the Code requirements will result in an undue hardship and that the exception will not otherwise be harmful to the water resources of the city and, in addition, affirmatively demonstrates that one or more of the following circumstances exists:
 - a. The exception is essential to protect health or safety; or
 - b. Compliance with the particular rule or order from which the exception is sought will require measures which cannot be accomplished.
 - (3) *Limiting conditions.* Exceptions granted shall be subject to the following conditions, unless waived or modified by the city manager or designee:
 - a. The exception granted shall be the minimum necessary to alleviate the circumstances for which the exception was granted under subsection (c) above.

- b. All exceptions shall expire upon the issuance of a water shortage emergency or declaration by the district or any other entity or agency with jurisdiction to regulate and shall resume in full force after the rescinding of the emergency or declaration by the district or by such regulatory entity or agency.
 - c. Exceptions granted under subsection (c) above may prescribe a timetable for compliance with the restrictions from which the exception was sought.
 - d. The city manager or designee may revoke or modify an exception when it is determined that the continued utilization of the exception is inconsistent with the objectives of the city's water conservation program.
 - e. All exceptions are personal to the applicant and expire upon transfer of ownership of the property.
- (4) *Applications for exception.* The application shall contain the following:
- a. The applicant's name, address, telephone number and location of the property for which relief is requested;
 - b. The specific rule, order, or restriction from which the applicant is requesting relief;
 - c. A detailed statement of the facts which the applicant believes demonstrates that the request qualifies for an exception;
 - d. A description of the relief desired;
 - e. The period of time for which the exception is sought including the reasons and facts in support of the application;
 - f. The damage or harm resulting or which may result to the applicant from strict compliance with the irrigation restrictions;
 - g. If the exception is sought under subsection (c) above, information identifying the restrictions which currently can be met, a description of the measures which would be necessary to meet all restrictions and the date when these measures could be completed;
 - h. For applications for an exception from restrictions on irrigation, a general description of the irrigation system, including pump or water system output and irrigated area; and
 - i. Any other information the applicant believes is material.
- (d) *Procedures.*
- (1) The public services director or designee shall review the application. The director shall set forth in writing the grounds or basis for approval or denial of the exception. Upon the public service director's written recommendation for approval, a copy of the recommendation shall be forwarded to the applicant with a temporary exception granted for fourteen (14) days. Upon the public services director's recommendation of denial, the director shall inform the applicant that the application is denied and shall set forth the applicant's right to a hearing on such denial. The applicant may request a hearing on such denial in accordance with subsection (d)(3) below.

- (2) The public services director shall present the application to the city manager or designee to grant, deny or modify the exception. City manager action denying applications for exceptions shall be by written order and copies shall be furnished to the applicant. An applicant whose exception has been granted by the city manager shall be furnished an appropriate notice of a landscaping irrigation restriction exception which shall include the terms of exception and shall be prominently displayed at the applicant's place of use.
 - (3) Any person desiring to dispute a denial by the city manager or designee shall request in writing to the public services director within twenty (20) days of receiving the city manager's denial that a hearing be held on the disputed matter. Upon such written request, the public services director shall convene a hearing within fifteen (15) days of receiving such request for hearing before the hearing panel. The city's hearing panel (the "panel") shall consist of the city engineer or consultant engineer, the city attorney and the director of community development, or their respective designees. The director shall first present his or her side of the dispute. The applicant will then follow with a presentation of his or her case. The hearing panel shall hear and consider all testimony offered and shall, at the conclusion of the testimony, issue its order. Hearings shall be open to the public and hearings shall be conducted informally in accordance with ordinary parliamentary procedures, and with all efforts to ensure that due process is afforded. Any person desiring to appeal the decision of the hearing panel may request an appeal before the city commission in writing to the city manager within ten (10) days of the hearing panel's denial of the application for exception. An appeal request to the city commission shall be scheduled at the next available city commission meeting date.
- (e) *Conflicting restrictions.* In the event the district imposes restrictions on landscape irrigation for new or established landscaping which are more restrictive than those imposed by this section or the restrictions imposed pursuant to section 27-40, the more restrictive regulations shall prevail.

* * *

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

Section 4. 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 5. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 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

SUN-SENTINEL

Sold To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Bill To:

City of Dania Beach- City Clerk's Office - CU00117511
100 W. Dania Beach Blvd
Dania Beach,FL 33004-3699

Published Daily

Fort Lauderdale, Broward County, Florida
Boca Raton, Palm Beach County, Florida
Miami, Miami-Dade County, Florida

State Of Florida

County Of Orange

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized representative of the SUN- SENTINEL,
a DAILY newspaper published in BROWARD/PALM BEACH/MIAMI-DADE County, Florida; that the
attached copy of advertisement, being a Legal Notice in:

The matter of 11720-Notice of Public Meeting ,
Was published in said newspaper by print in the issues of, and by publication on the
newspaper's website, if authorized on Feb 15, 2025
Dania Beach 2025-02-25 - 2nd Read Ord
Affiant further says that the newspaper complies with all legal requirements for
publication in Chapter 50, Florida Statutes.

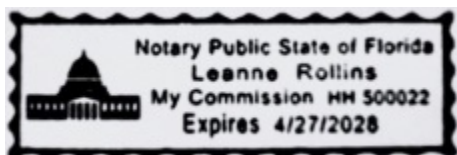


Signature of Affiant

Sworn to and subscribed before me this: February 16, 2025.



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped
Personally Known (X) or Produced Identification ()

Affidavit Delivery Method: E-Mail

Affidavit Email Address: eriera@daniabeachfl.gov,emccleendon@daniabeachfl.gov,kmichelin@daniabeachfl.gov
7764088

**NOTICE OF HEARING BEFORE CITY
COMMISSION OF THE CITY OF DANIA
BEACH, FLORIDA, REGARDING FIRST
READING OF THE FOLLOWING
PROPOSED ORDINANCE:**

NOTICE IS GIVEN that on February 25, 2025, at 7:00 p.m. or as soon thereafter as the matter may be heard, the City Commission of the City of Dania Beach, Florida, will conduct a public hearing in the Commission Chamber at Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, to consider the proposed first reading of the following ordinance:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 16, ENTITLED "VACATION RENTALS", OF THE CITY'S CODE OF ORDINANCES BY AMENDING SECTION 16-2 TO CLARIFY ADVERTISING PROHIBITIONS FOR VACATION RENTALS, DEFINING VACATION RENTAL OCCUPANCY AND SPECIFICALLY REFERENCING THE CITY'S NOISE ORDINANCE; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 27, ENTITLED "WATER AND SEWER", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE II, "WATER USE AND WATER SHORTAGE REGULATIONS" TO AMEND THE TITLE TO "WATER USE/LANDSCAPE IRRIGATION AND WATER SHORTAGE REGULATIONS; CREATING A SUBPART A FOR WATER SHORTAGE REGULATIONS; AND A SUBPART B FOR WATER USE AND LANDSCAPE IRRIGATION REGULATIONS; AND AMENDING SECTION 27-43, ENTITLED "PERMANENT RESTRICTIONS FOR LAWN AND LANDSCAPING IRRIGATION," TO MODIFY THE HOURS OF USE OF SPRINKLERS AND IRRIGATION TO 12:00 A.M. TO 6:00 A.M., AND 6:00 P.M. TO 11:59 P.M., TWICE A WEEK; PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed ordinance are on file in the Office of the City Clerk, Dania Beach City Hall, 100 West Dania Beach Boulevard, Dania Beach, Florida, and may be inspected by the public during normal business hours.

Interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Any person who decides to appeal any decision made with respect to any matter considered at this hearing will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

SUN-SENTINEL

In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of the proceedings should contact the City Clerk's Office, 100 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624 at least 48 hours prior to the meeting.

/s/ Elora Riera, MMC
City Clerk
2/15/2025 7764088

Order # - 7764088



City of Dania Beach Community Development Memorandum

DATE: 2/25/2025

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

SUBJECT: PA-054-24: Public Art Installation final art concept review for C.W. Thomas Park, located at 800 NW 2 ST, Dania Beach.

Request:

The Department of Parks and Recreation is requesting the approval of the artist Faducci LLC. and an original sculpture design for the on-site public art installation of C.W. Thomas Park Community Center.

Background:

In 2024, the City Commission approved the new site plan and facility for C. W. Thomas Park Community Center located at 800 NW 2 St. Dania Beach. As part of this re-development, the Parks and Recreation Department Director chose an artist from the City's approved Artist Roster to provide a public art sculpture on-site.

The applicant has submitted an on-site public art installation proposal by Faducci LLC., a professional public artist team. The public art sculpture proposed will include two (2) dolphins on top of a wave, created out of concrete, steel and glass mosaic. This piece will be part of the City's Public Art collection and will be maintained in accordance with the City's Public Art Program maintenance standards.

On January 27, 2025, the Public Art Advisory Board recommended approval of the sculpture to the City Commission.

Budgetary Impact

That funding is appropriated and available within the Parks Masterplan Fund CW Thomas Project account no. 302-72-03-572-62-10

Recommendation

The Community Development Department is recommending approval of the public art sculpture from the Faducci LLC. professional public artist team.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO ENTER INTO AN AGREEMENT FOR A PUBLIC ART INSTALLATION LOCATED AT C.W. THOMAS PARK WITH FADUCII, LLC FOR THE AMOUNT OF FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) WHICH EXCEEDS THE ANNUAL VENDOR TOTAL THRESHOLD AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City’s Public Art Plan and the Code of Ordinances of the City of Dania Beach, Chapter 28, Article 811 entitled Public Art Program, Section 811-30(D) identifies the duties of the Public Art Advisory Board to include review and recommendation of public art to the City Commission; and

WHEREAS, the Public Art Advisory Board met on January 27, 2025, and recommended approval of the proposed public art sculpture to be located at C.W. Thomas Park which was prepared by the artist known as Faducci LLC; and

WHEREAS, the City’s Public Art Plan and the Code of Ordinances of the City of Dania Beach, Chapter 28, Article 811 entitled Public Art Program, Section 811-30(D) requires City Commission approval of public art, therefore this public art installation proposal requires City Commission approval; and

WHEREAS, the City will maintain the public art in accordance with City’s Public Art Program maintenance standards, as delineated in Article 811 of the LDC, and the City shall budget the funds necessary to ensure proper maintenance; and

WHEREAS, the City Administration is seeking authorization from the City Commission to enter into an Agreement with Faducci LLC to install a dolphin sculpture at C.W. Thomas Park, which Agreement is attached as Exhibit “A” and incorporated into this Resolution by this reference, in the amount of Fifty Five Thousand Dollars (\$55,000.00).

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 City Commission authorizes the proper City officials to execute an Artist Agreement with Faducci LLC for the installation of a dolphin sculpture at the property known as C.W. Thomas Park, as identified in Exhibit “A”.

Section 3. That funding is appropriated and available within the Parks Masterplan Fund CW Thomas Project account no. 302-72-03-572-62-10.

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

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

PASSED AND ADOPTED on _____, 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

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF
DANIA BEACH, FLORIDA AND FADUCCI, LLC FOR SERVICES
RELATED TO THE INSTALLATION OF A SCULPTURE LOCATED AT
C.W. THOMAS PARK**

This is an Agreement (the "Agreement") entered into on _____, 2025 by and 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 Faducci LLC, (the "Artist"), with a mailing address of Post Office Box 923, Noth San Juan, California and an email address of info@faducci.com.

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

1. **The Project:** The Artist will create, deliver and install a sculpture as located at C.W. Thomas Park, 100 Northwest 8th Avenue, Dania Beach (the "Project").
2. **Scope of Services/Deliverables:** The Artist shall provide services for the Project described in Exhibit "A" of this Agreement. The rendering of the mural, previously provided by the Artist, is attached as Exhibit "B".
3. **Term/Commencement Date:** This Agreement shall become effective on February 25, 2025 and shall remain in effect through February 25, 2026, unless earlier terminated in accordance with Paragraph 9. The City may extend the term of this Agreement up to an additional forty-five (45) days by written notice to the Artist.
4. **Compensation and Payment:**
 - 4.1 The Artist shall be compensated an amount not to exceed Fifty-Five Thousand Dollars (\$55,000.00) for the Project, payable in two installments of Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) at the start of the project and Thirty Two Thousand Five Hundred Dollars (\$32,500.00) upon completion,
 - 4.2 The Artist shall invoice the City in accordance with the schedule of payment shown above in subparagraph 4.1.
 - 4.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay the Artist the undisputed portion of the invoice. Upon written request of the City, the Artist shall provide documentation to support the invoice and a written summary of the documents provided, Any compensation disputes shall be decided by the City Manager whose decision shall be final.

5. **Sub-Contractors:**

The Artist shall be responsible for all payments to any subcontractor and shall be responsible for all work related to the Project. There are no subcontractors proposed for this project, as the Artist has signed a waiver affidavit from the requirement for Worker's Compensation.

6. **City's Responsibilities:** The City shall be responsible for the foundation for the sculpture. Artist will provide to the City a template and drawings of the specification required for the foundation.

7. **Artist's Responsibilities:** The Artist shall exercise a high degree of care, skill, and diligence in providing services. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Artist's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Artist shall at Artists' sole expense, immediately correct the work.

8. **Conflict of Interest:** To avoid any conflict of interest or any appearance of a conflict, Artist shall not, for the term of this Agreement, provide consulting services to any private Sector entities (e.g., developers, corporations, real estate investors, etc.), about any issues adversarial to the City. For the purposes of this section "adversarial" shall mean any development application where City staff is recommending denial or denied the application, any administrative appeal or court action in which the City is a party.

9. **Termination**

9.1 The City Manager without cause may terminate this Agreement upon ten (10) days' written notice to the Artist without cause, or immediately with cause. Artist may terminate with ten (10) days' written notice to the CITY.

9.2 Upon receipt of the City's written notice of termination, Artist shall stop work on the Project unless directed otherwise by the City Manager.

9.3 In the event of termination by the City, the Artist shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Artist has complied with the terms of this Agreement.

9.4 The Artist shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the CITY, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

10. **Non-discrimination:** During the term of this Agreement, Artist shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, sexual orientation, or national origin, and agrees to abide by all federal and state laws regarding non-discrimination.

11. **Attorneys Fees and Waiver of Jury Trial**

11.1 In the event of any litigation arising out of this Agreement, each party shall bear its own attorney fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

12. **Indemnification**

12.1 Artist shall defend, indemnify, and hold harmless the City, its officers, agents, and employees, from and against all demands, claims, losses, suits, liabilities, causes of action, judgment, or damages, arising out of, related to, or any way connected with Artist's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Artist and third parties made pursuant to this Agreement. Artist shall reimburse the City for all its expenses including reasonable attorney fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Artist's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives:** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

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

With a Copy to: Eve A. Boutsis, City Attorney
City of Dania Beach City Hall
100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

For The Artist: Solomon Bassoff
Faducci, LLC
Post Office Box 923
North San Juan, CA 95960

14. **Governing Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Broward County, Florida.
15. **Entire Agreement/Modification/Amendment:**
- 15.1 This Agreement contains the terms and conditions agreed to by the parties and supersedes any prior oral or written representations.
- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
16. **Ownership and Access to Records and Audits:**
- 16.1 All records, diagrams, books, documents, maps, data, deliverables, papers, and financial information (Records) resulting from the Artist providing services to the City under this Agreement are the property of the City.
- 16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine or audit any Records of the Artist involving transactions related to this Agreement.
- 16.3 The City may cancel this Agreement for refusal by the Artist to allow access by the City Manager or his designee to any records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.
- 16.4 All submissions are the property of the City and will not be returned to the Artist. The City will hold all submissions in confidence unless otherwise required by law. The Artist should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2)(a), and the related provisions of the Florida Public Records Law.
- 16.5 Artist agrees to keep and maintain public records in Artist’s possession or control in connection with Artist’s performance under the Agreement. Artist additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Artist shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.
- 16.6 Upon request from the City custodian of public records, Artist 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.
- 16.7 Unless otherwise provided by law, all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

- 16.8 Upon completion of the contract or in the event of termination by either party, all public records relating to the contract in the possession of the Artist shall be delivered by the Artist to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Artist shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Artist shall destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 16.9 Any compensation due to Artist shall be withheld until all records are received as provided in this Agreement.
- 16.10 Artist's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

**PURSUANT TO SECTION 119.0701(2)(A), FLORIDA
STATUTES:**

**IF THE ARTIST HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS
RELATING TO THE CONTRACT, THE ARTIST 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

17. **Non-assignability:** This Agreement shall **not** be assignable by Artist unless such assignment is first approved in writing by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Artist, and such firm's familiarity with the City's circumstances and desires.
18. **Severability:** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor:** The Artist and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise, or venture between the parties.
20. **Compliance with Laws:** The Artist shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Project.
21. **Waiver:** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct.
22. **Survival of Provisions:** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement and shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
23. **Prohibition of Contingency Fees:** The Artist warrants it has not employed or retained any company or person, other than a bona fide employee working solely for the Artist, to solicit or secure this Agreement, and it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Artist, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
24. **Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
25. **Insurance Coverage:** 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.

**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”

II. 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

III. Workers’ Compensation / Employers’ Liability

A. Workers Compensation Limits: Statutory – State of Florida – N/A

B. Employers Liability Limits: N/A

- \$100,000 for bodily injury caused by an accident, each accident -N/A
- \$100,000 for bodily injury caused by disease, each employee- N/A
- \$500,000 for bodily injury caused by disease, policy limit – N/A

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. Contractor has issued a waiver affidavit claiming Worker’s Compensation exemption due to being a sole proprietor with no subcontractors or employees.

Subcontractors’ Compliance: It is the responsibility of the contractor to ensure that all subcontractors comply with all insurance requirements. N/A No subcontractors

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

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

ELORA RIERA, CMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

Dated: _____, 2025

WITNESSES:

ARTIST:
FADUCCI, LLC,

SIGNATURE

SIGNATURE

PRINT Name

Solomon Bassoff

PRINT Name

SIGNATURE

PRINT Name

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or by ☐ online notarization, on _____ 2025, by Solomon Bassoff, Owner of Faducci LLC, a on behalf of the Company. They are personally known to me or have produced _ and _____, respectively, as identification.

My Commission Expires

Notary Public, State of California

Print Name

Faducci LLC

Solomon Bassoff & Domenica Mottarella
PO Box 923 North San Juan CA. 95960
530.913.9843 info@faducci.com

Project Narrative for City of Dania Beach Community Center

Faducci proposes two dolphins on top of a wave for the City of Dania Beach Community Center. The dolphins are mounted on a rock and wave form constructed of steel and pigmented concrete. The glass mosaic is an iridescent glass from Italy. The glass has a wonderful reflective character that is exciting to view during the daytime and very dramatic at night when lit up.

- **Physical Image:** Faducci sculptures are constructed with a steel armature covered with hand-sculpted concrete. The dolphins will be concrete covered with iridescent glass and the wave form with be pigmented concrete.
- **Notations**
 - a. Texture of concrete is hand sculpted. Every surface is touched by the artist's hand, which is reflected in the surface texture.
 - b. Sculpture designed to be viewed from all angles 360 degrees.
 - c. Interior steel coated to prevent rust and corrosion.
 - d. Concrete is sealed for durability and graffiti resistance
 - e. Pigmented integral color.
 - f. All mosaic edges to be sanded
 - g. All materials, sculpture and foundation design to meet hurricane code.
 - h. Proposal includes design, execution, delivery and installation (not foundation) for budget amount of \$55,000
- **Dimensions:** (approximate measurements) 8' wide x 5' deep x 12' tall
- **Maintenance and Conservation** Wash with water and nylon brush as needed.



*Faducci Proposal for City of Dania Beach
Community Center*



City of Dania Beach, Florida
Department of Community Development
Planning and Zoning Division
(954) 924-6805 X3792

Public Art Development Application

Date Rec'd: 12/06/24

Petition No.: PA-054-24

Please check one option below:

- ☒ Artwork will be placed on City-owned property.
☐ Artwork will be placed on privately owned property.

Applicant Name: Cassi Waren

Organization (if applicable): City of Dania Beach

Phone: 954-924-6800 ext 3731

Email: cwaren@daniabeachfl.gov

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

Proposed Art: CW Thomas Park

Address of proposed location: :800 NW 2 ST DANIA BEACH FL 33004

Property Owner Name: City of Dania Beach

Type of Art (i.e., sculpture, integrated, functional, etc.): Sculpture

Is the proposed Artwork (Check one):

- ☐ **temporary** (less than 12 months)
☒ **permanent** (more than 12 months)

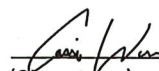
Submittal Checklist (the following documentation must be included)

- Site plan showing the location of the proposed artwork and a narrative statement demonstrating that the artwork will be displayed in a public place.
- Conceptual artwork design proposal, including dimensions, orientation of artwork within the site, materials, and budget for the artwork.
- Appraised value of pre-existing artwork as determined by a licensed appraiser.
- Written description of proposed public art including the artist's narrative
- Artist's biography or resume
- Implementation timeline
- Maintenance and conservation plan for the artwork and a statement from the owner that they will be responsible for maintenance and conservation.

I certify the statements or information made on any paper or plans submitted herewith are true and correct to the best of my knowledge. I consent to the City of Dania Beach, FL to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

Cassi Waren

(Name - type, stamp or print clearly)


(Signature)



**CITY OF DANIA BEACH
CITY COMMISSION MEETING DATES
JANUARY 2025 – DECEMBER 2025**

City Commission Meeting Date 2nd & 4th Tuesdays – 7:00 p.m.	**Holidays and/or Events**
January 14, 2025	
January 28, 2025	
February 11, 2025	
February 25, 2025	
March 11, 2025	
March 25, 2025	
April 8, 2025	
April 22, 2025	
May 13, 2025	
May 27, 2025	
June 10, 2025	
June 24, 2025	
July 8, 2025	
July 22, 2025	Commission Summer Break
August 12, 2025	Commission Summer Break
August 26, 2025	
September 15, 2025	Regular Meeting/First Budget Hearing
September 25, 2025	Regular Meeting/Final Budget Hearing
October 14, 2025	
October 28, 2025	
November 18, 2025	
November 25, 2025	Thanksgiving Holiday – Thursday-Friday, November 27-28, 2025
December 9, 2025	
December 23, 2025	Christmas Holiday – Wednesday, December 24 & Thursday, December 25, 2025