



AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MAY 13, 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 Approvals
 - STAR Center - Proclamation for National Maritime Day - May 22, 2025 - *Sponsored by Commissioner Ryan*
 - Turquoise Takeover Week - May 5-11 - *Sponsored by Commissioner Lewellen*
2. Earth Day Art Competition Winners - *Sponsored by Mayor Davis*
 - **Overall Winner** – Andrew Jimenez, Pelican Pirate – P.J. Meli Park
 - C. W. Thomas Park – Group
 - Dania Elementary School – Elena Annin
 - Frost Park – Group
 - Love our Nation – Group
 - Olsen Middle School - Kylie Stine
 - P.J. Meli Park – Juan Sanchez
3. Special Event Application- 2025 Juneteenth Celebration
4. **PROCLAMATIONS**
 1. Mental Health Awareness Month - May 2025 - *Sponsored by Mayor Davis*
 2. Turquoise Takeover Week - May 5-11 - *Sponsored by Commissioner Lewellen*
5. **ADMINISTRATIVE REPORTS**
 1. City Manager
 2. City Attorney
 3. City Clerk - Reminders
 - May 27, 2025 City Commission Meeting - 7 p.m.
 - June 10, 2025 CRA Board Meeting - 6 p.m.
 - June 10, 2025 City Commission Meeting - 7 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:
 - April 08, 2025 City Commission Meeting
 - April 22, 2025 City Commission Meeting
2. Travel Requests: None.
3. Request for Use of Discretionary Funds
 - Olsen Middle School - *Sponsored by Mayor Davis*
4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF A POTENTIAL RIGHT-OF-WAY AREA TO EDGEWORTH AND ROXANA NADER BY MEANS OF A QUIT CLAIM DEED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

5. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY EXTENDING THE EXISTING CONTRACT WITH HARRY M. HIPLER, AND THE FIRM OF NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A., TO ACT AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR MUNICIPAL CODE COMPLIANCE PROCEEDINGS ; PROVIDING FOR CONFLICTS FOR TWO YEARS, UNDER EXISTING PRICING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Attorney)*

6. RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING SPECIFIC EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

7. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CDW-G; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS;

PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Information Technology)*

8. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO EXISTING AGREEMENT BETWEEN THE CITY AND BERMELLO AJAMIL AND PARTNERS TO EXTEND CONSTRUCTION ADMINISTRATION SERVICES THROUGH JANUARY 31, 2026, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED AND FORTY-SEVEN DOLLARS (\$126,947.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Parks & Recreation)*

9. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT ENTERED INTO WITH BORE TECH, AWARDED VIA INVITATION TO BID (“ITB”) NO. 24-025, ENTITLED “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION” TO ENCOMPASS ONE ADDITIONAL MEDIAN SECTION AT AN ADDITIONAL COST NOT TO EXCEED THIRTY SIX THOUSAND DOLLARS (\$36,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

10. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT FOR THE LIFT STATION GENERATORS PROJECT (LIFT STATIONS 1, 2 AND 3), TO COVER PERMITTING COST OVERRUNS IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND NINETY CENTS (\$70,213.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED MANAGEMENT FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO EXECUTE AN AGREEMENT WITH PERFORMANCE PUPS, INC. FOR OPERATIONAL MANAGEMENT OF TIGERTAIL LAKE DOG DIVING DOCK/DOG PARK FOR

AN INITIAL TERM OF TEN (10) YEARS, WITH THE OPTION OF TWO, THREE YEAR APPROVALS THAT CAN BE AUTHORIZED BY THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Parks & Recreation*)

2. RESOLUTION NO.2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-032, ENTITLED “SOUTHWEST 34TH TERRACE DRAINAGE PROJECT” TO BASILE USA LLC, IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND SEVENTY-TWO CENTS (\$1,297,716.72); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

3. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 2024-009 "POLICE SUBSTATION GENERATOR" TO ZABATT ENGINE SERVICES, INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED THIRTY DOLLARS AND EIGHT CENTS (\$178,630.08); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Public Services*)

4. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 25-006, ENTITLED “GRIFFIN ROAD EAST LANDSCAPING IMPROVEMENTS” TO VISUALSCAPE INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$336,561.25), WHICH INCLUDES A FIVE PERCENT (5%) CONTINGENCY; 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 AWARD OF INVITATION TO BID (“ITB”) NO. 25-010, ENTITLED “PIER ELEVATOR CAB SHELL REPLACEMENT (RE-ISSUE)” TO ELEVATED FACILITY SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND SIX HUNDRED DOLLARS (\$42,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE

DATE.(Public Services)

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

11. FIRST READING ORDINANCES

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.

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1 ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, AMENDING SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”, BY AMENDING PARAGRAPH (O), DELETING THE EXISTING MAXIMUM HEIGHT MAP AND SUBSTITUTING A REVISED MAXIMUM HEIGHT MAP ALLOWING SEVEN STORIES AT THE PROPERTY LOCATED AT 225-255 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.(Community Development)

2. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”; AT PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1 ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS” TO CREATE THE BEACH GATEWAY MIXED USE II DISTRICT (GTWY-MU-II) AT SECTION 303-75, ENTITLED “GTWY-MU-II, BEACH GATEWAY MIXED-USE II DISTRICT”; ALSO TO PROVIDE FOR THE FOLLOWING REVISIONS: AMENDING ARTICLE 300 ENTITLED “HOW TO USE”, SECTION 300-70, ENTITLED “COMMONLY USED ABBREVIATIONS”; AMENDING ARTICLE 302 ENTITLED “DETAILED USE REGULATIONS”, SECTION 302-10, ENTITLED “PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES”; AT SECTION 302-40, ENTITLED “MIXING OF USES”; AMENDING ARTICLE 304 ENTITLED “BUILDING HEIGHT AND TRANSITION REGULATIONS”, AT “SECTION 304-10, ENTITLED “GENERALLY”; AMENDING ARTICLE 307 ENTITLED “LANDSCAPING

REGULATIONS”, AT SECTION 307-10, ENTITLED “ON-SITE LANDSCAPING REQUIREMENTS”; AMENDING PART 1 “USE REGULATIONS”, ARTICLE 100 ENTITLED “GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS”, AT SECTION 100-60 ENTITLED “ESTABLISHMENT OF ZONING DISTRICTS”; AMENDING ARTICLE 105 ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-170 ENTITLED “COMMUNITY RESIDENTIAL HOMES AND RESIDENTIAL CARE FACILITIES”; AMENDING ARTICLE 110 ENTITLED “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS “, AT SECTION 110-20 ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES”; AMENDING AT PART 2, “SITE DEVELOPMENT REGULATIONS”, ARTICLE 200 ENTITLED “USER GUIDE FOR PART 2 OF THE CODE”, AT SECTION 200-40 ENTITLED “HOW PART 2 OF THIS CODE RELATES TO THE CRA FORM-BASED AND PMUD REGULATIONS”; AMENDING ARTICLE 265 ENTITLED “OFF-STREET PARKING REQUIREMENTS”, AT SECTION 265-91 ENTITLED “PARKING REDUCTIONS FOR TRANSPORTATION DEMAND MANAGEMENT STRATEGY IMPLEMENTATION WITHIN THE CRA FORM-BASED DISTRICTS”; AMENDING ARTICLE 275 ENTITLED “LANDSCAPING REQUIREMENTS”, AT SECTION 275-170 ENTITLED “LANDSCAPE REQUIREMENTS FOR SCREENING”; AMENDING PART 5 “SIGNAGE AND DESIGN REGULATIONS”, ARTICLE 505 ENTITLED “SIGN REGULATIONS”, AT SECTION 505-20 ENTITLED “DEFINITIONS”; AMENDING SECTION 505-90 ENTITLED “SIGNAGE REGULATIONS FOR MIXED USE CRA FORM BASED ZONING DISTRICTS”; AMENDING SECTION 505-210 ENTITLED “COMMUNITY REDEVELOPMENT AREA DESIGN INCENTIVES”; AND AMENDING PART 7, ENTITLED “ CODE ADMINISTRATION”, ARTICLE 700 ENTITLED “CODE ADMINISTRATION AND LEGAL PROVISIONS”, SECTION 725-30 ENTITLED “TERMS DEFINED”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

3. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” TO CLEAN UP LANGUAGE RELATING TO ACCESSORY STRUCTURES; AT PART 1, ENTITLED “USE REGULATIONS”, ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-40, ENTITLED “TOWNHOUSES” IN ORDER TO CALCULATE PERVIOUS AREA; AMENDING PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS”, ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS”, AT SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS” TO ADDRESS MINIMUM FLOOR AREA AND ACCESSORY STRUCTURES; AMENDING PART 3,

ENTITLED “SPECIAL ZONING DISTRICTS”; SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, ARTICLE 309, ENTITLED “ADDITIONAL DEVELOPMENT STANDARDS”, AT SECTION 309-10 ENTITLED “COMPLETE STREET IMPROVEMENTS” TO MODIFY THE BUILDING LINE AND CLARIFY REFERENCES TO THE CRA AND CITY; AMENDING ARTICLE 310, ENTITLED “BUILDING TYPES”, AT SECTION 310-10, ENTITLED “RESIDENTIAL BUILDING TYPES” TO MAKE PORCHES OPTIONAL; AMENDING ARTICLE 311, ENTITLED “FRONTAGE TYPES”, AT SECTION 311-20, ENTITLED “FRONTAGE TYPE DEFINITIONS AND STANDARDS” TO MODIFY PORCH, STOOP, DOORYARD, SHOP AND FORECOURT FRONTAGES; AMENDING PART 7, ENTITLED “CODE ADMINISTRATION”; ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30, ENTITLED “TERMS DEFINED” TO DEFINE PRINCIPAL AND ACCESSORY DWELLING UNITS; AND PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

4. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” PART 5, ENTITLED “SIGNAGE AND DESIGN REGULATIONS”; ARTICLE 505, ENTITLED “SIGN REGULATIONS”, AT SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS” TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-50, ENTITLED “PROHIBITED SIGNS,” TO MODIFY SIGN PLACEMENT; AMENDING SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)” TO AUTHORIZE PORTABLE SIGNS FOR ALL BUSINESSES AND TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-110, ENTITLED “SIGNAGE REGULATIONS FOR SHOPPING CENTERS, AND LARGE RETAIL ESTABLISHMENTS IN COMMERCIAL DISTRICTS (C-1; C-2; C-3; C-4), AND PLANNED MIXED-USE DISTRICTS (PMUD, PMUD/SL)” RELATING TO PROJECTING SIGNS; REPEALING SECTION 505-140, ENTITLED “SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE REQUIREMENT”; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED “SIGNAGE REVIEW” TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Community Development)*

12. SECOND READING ORDINANCES

1. ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 18, ENTITLED “PENSIONS AND RETIREMENT”; TO AMEND ARTICLE IV, ENTITLED “POLICE AND FIREFIGHTERS”; AT SECTION 18-42; ENTITLED “BENEFIT AMOUNTS AND ELIGIBILITY”, IN ORDER TO INCLUDE CLARIFYING LANGUAGE TO ENABLE THE FULL APPLICATION OF THE 2022 AMENDMENT AS TO BENEFITS; FOR PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. (*Finance*)

13. DISCUSSION AND POSSIBLE ACTION

1. Dania Beach Historical Society & Museum utilization of the Nyberg-Swanson House - *Sponsored by Mayor Davis*
2. RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RETROACTIVE APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH BUSINESS FOR THE ARTS OF BROWARD, INC. (BFA) TO INSERT THE DANIA BEACH LOGO INTO THE COMMISSIONED ARTIST’S, CEY ADAMS, ORIGINAL LEAD WITH LOVE MURAL AT THE CITY MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

3. Simply Healthcare 2025 Senior Health & Wellness Tour - *Sponsored by Mayor Davis*

14. APPOINTMENTS: None.

15. COMMISSION COMMENTS

16. ADJOURNMENT



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: Juneteenth

Type of Event: Minor Event -
Major Event -
Wedding

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)

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

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

Location: 300 NE 2nd St, Dania Beach, FL 33004

Expected maximum attendance 500

Expected sustained attendance 500

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

If yes, please list the past dates, locations and attendance June 20, 2022 - CW Thomas Park - 250,

June 17, 2023 - CW Thomas Park / 300, June 15, 2024 - Frost Park- Canceled

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

Juneteenth Freedom Day Celebration featuring, live music, food trucks,
bounce house, crafters, kids activities, basketball

Date and Time:	DATE	DAY	BEGIN	END	Attendance
SETUP:	<u>6/21/25</u>	<u>Saturday</u>	<u>8:00</u> AM/PM	<u>6:00</u> AM/PM	<u>10</u>
EVENT DAY 1:	<u>6/21/25</u>	<u>Saturday</u>	<u>12:00</u> AM/PM	<u>5:00</u> AM/PM	<u>500</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>6/20/25</u>	<u>Saturday</u>	<u>5:00</u> AM/PM	<u>6:00</u> AM/PM	<u>10</u>

PART II: APPLICANT

Organization Name MLK Renaissance Inc./ Parks & Rec **Name of Authorized Signatory** Tammie James
For-Profit **Non-Profit** **Private** (as registered in Sunbiz)
Address: 100 W. Dania Beach Blvd **City, State, Zip:** Dania Beach, FL 33004
Date of registration: 5/30/18 **State registered in:** Florida **Federal ID #** 820705052
Email Address: tammiejames@aol.com **Phone:** 954-608-1111
Event Coordinator Name Tyrone Cornileus **Phone:** 954-924-6800 ext. 3733
Title: Event Liaison **Phone:** 54-924-6800 ext. 3733 **Cell:** _____
Email address: tcornileus@daniabeachfl.gov **Fax:** _____
Additional Contact Name Tammie James **Will you be on site?** ☒ Yes ☐ No
Title: Committee President **Phone:** _____ **Cell:** _____
Email address: Tammiejames@aol.com **Fax:** _____
Event Production Company (if other than applicant) N/A
Address: _____ **City, State, Zip:** _____
Contact Name: _____ **Title:** _____
Phone (day) _____ **(night)** _____ **Cell:** _____
Email address: _____ **Fax:** _____

PART III: EVENT INFORMATION

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

Admission/Registration _____ Yes ☒ No **If yes, how much? \$** 0.00
Alcohol for Sale _____ Yes ☒ No **Alcohol for Fee** _____ Yes ☒ No

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

N/A

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

Amusement Ride ☒ Yes ☐ No
If yes, name a contact of company: Mega Party Event
What type of rides are you planning? Bounce house, Slides, petting zoo, game truck, face painter, dunk tank,

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 Small home generator _____

Events requiring electricity must be permitted.

Company: Mega Party Event License #: _____

Name of Electrician: N/A Phone: 305-749-9209

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: N/A

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

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

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

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) # 4 Gas Grill(s) # 4 Charcoal Grill(s) # 1 Smoker Grill(s) # 1
Grease Fryer(s) # 4 Oven(s) # 4 Electric Range Burner(s) # 4 Gas Range Burner(s) # 4

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

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

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

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

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

Food Truck and vendors that are participating at the event.

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

Music ☒ Yes ☐ No

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

DJ with speakers

List the type of equipment you will use (speakers, amplifier, drums, etc.):
Speakers, Amplifier, drums Backline for musicians, sound board for musicians and DJ

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

Days and times music will be played: 6/21/2025

How close is the event to the nearest residence? 5' (sidewalk width)
It is the responsibility of the event coordinators/promoter to reach out to businesses within proximity of the event.

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

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

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

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

Sanitation & Waste

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

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

Company Name N/A Contact _____ Phone _____
All grounds must be cleaned up immediately after completion of event or you will be subject to fees. You are responsible for securing recycling services.

Security/Police ☒ Yes ☐ No

Name BSO Phone 954-518-0142
Security companies and their plans must be approved, and you may still be required to hire BSO Police.

Security Company _____ Contact _____ Phone _____

Tents or Canopies ☒ Yes ☐ No

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

Quantity and size of each? Six (6), each will be 10' x 10' in size

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 ☒ No

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

Transportation Plan ☐ Yes ☒ No

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

PART IV: SECURITY AND EMERGENCY SERVICES

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

POLICE

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

BSO DETAIL REQUIREMENT

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

FIRE WATCH REQUIREMENT

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

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 hour minimum). In addition, an administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$17.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to the City of Dania Beach by means of *cash advance or a cashier's check*. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed up before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the fire watch. The Event sponsor will be responsible to pay the actual service price incurred.

PART V: APPLICANT ACCEPTANCE

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

Before receiving final approval from the City Commission, I understand that I (and the production company, if applicable), must furnish an original certificate of General Liability Insurance naming the City of Dania Beach as additionally insured in the amount of at least one million dollars (\$1,000,000) or greater as deemed satisfactory by the City Risk Manager, and an original certificate of liquor liability insurance in

the amount of five hundred thousand dollars (\$500,000) if alcohol is being served. Other liability insurance and fees may also be required up to thirty (30) days in advance of the event.

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

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

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

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

PART VI: SUBMISSION

Email application and plans to: specialeventapplication@daniabeachfl.gov

Site Plan must include the following with application:

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

Mail application fee (payable to the City of Dania Beach) to: Attend: Shanesa Mykoo, Special Event Coordinator 100 West Dania Beach Boulevard, Dania Beach, Florida 33004

Kala Gardner
Event Coordinator Signature

4/21/2025
Date



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: May 13, 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

So much has occurred and has been accomplished since our last meeting on April 22nd. Here are key highlights.

I want to thank and commend Sasha Ramos, our Procurement Manager, for revamping and strengthening our procurement processes. Procurement had been an area where the city needed improvement. I have included our new procurement policy that focuses not only on obtaining best prices for goods and services but also emphasizes compliance with all state and local laws and adherence to city ordinances. The highest standards, particularly on all ethical things, is our objective and to ensure consistency with all aspects of purchasing will always be our goal. Our vendor management policies and procedures have also been newly developed and implemented.

On April 23rd we cut the ribbon at Mullikin Park located at 2305 SW 1st Street. This Park is a neighborhood gem where youth, families and adults can enjoy a variety of active and passive activities. The design and construction of this park lends itself to all that we want to deliver from aesthetics to safety to an all-inclusive experience. We encourage everyone to visit and enjoy Mullikin Park. Our Deputy Manager, Parks and Recreation Director and I are assessing all City owned parcels to determine if any non-buildable spaces can be pocket parks and we will bring recommendations to City Commission.

On April 24th our HR Director and her Team working with Parks and Recreation, BSO Fire and Law Enforcement, Public Services, our Marketing team and Finance delivered a truly amazing day for the "Take your Kid to Work" event. We had 42 kids representing all departments in what has become a very impactful and rewarding experience for both the youth and our employees. Thoughtful planning and collaboration continue to be a vital component of all we do in Dania Beach. Grateful to all that put this event together and to our Mayor and Commissioner Lewellen who took time out

of their busy schedules to support this endeavor.

On the afternoon of April 24th, we celebrated our 2nd annual Arbor Day Tree Giveaway. We gave away 150 Crepe Myrtle trees and 49 Oak Trees. The remaining 100 trees were delivered to the Patch where we continued to give them away to residents that were not able to attend on the 24th. Next Year we are exploring the possibility of having a large-scale day/ week of service where we would plant trees in neighborhoods truly creating a very impactful environmental experience. The aforementioned would allow us to assess areas in our City where we could enhance tree canopy and cast a wide net around our entire City in this multi-year multi community effort.

On April 25th, via an invitation from State Senator Ana M. Rodriguez who also serves as the VP for the Miami Association of Realtors, I participated as a featured speaker on an Economic Development Panel. The Tri County 2025 Real Estate Summit was held at the Seminole Hard Rock Resort and was an amazing success. More than 300 investors, developers and realtors heard about Dania Beach's "Renaissance"! My focus was to highlight our geographical location and the outstanding customer service experience that has been consistently the norm throughout our permitting and inspection process. The aforementioned is a nightmare in many cities, however, under the leadership of Director Eleanor Norena we are leading the way in South Florida and our reputation is defined by our commitment to excellence in all aspects of building.

We have concluded all our budget meetings with all our elected officials and senior team members, and our draft budget is in motion. June 1st will give us a preliminary report with July 1st being the official release of the numbers that will greatly impact our game plan. The challenges of today are allowing us to think outside the box making us all better leaders and stewards of taxpayer dollars. As an example, a \$2 million approximation for 6 offices and enhancements to the atrium is now \$4 million actual cost hence we are pivoting and turning the Manager's conference room on the 2nd floor into offices for IT and Procurement.

On April the 29th, the senior Team and I worked together for 5 hours creating the administrative portion of our Strategic Master Plan. This past Saturday, May 3rd, our elected officials and our Senior Team came together to further finalize the 2025 amended Strategic Master Plan. This document will chart our journey from today into tomorrow and then some. The hundreds of hours preparing and crafting this plan will continue to give us great insights and a return on our investment. Grateful to Lyle Sumek, our Senior Team and to all our elected officials for their leadership, dedication and commitment to Dania Beach.

On May 1st, Michael Goodman the CEO of Goodman Public Relations met with Director Norena and I to share the great news that the Tri Rail Station here in Dania Beach has been chosen as the 1st City in South Florida where the first Art Public Project will be launched in early 2026! Our Tri Rail Station is located at 580 Gulfstream Way. The process will begin with our Arts Board and our Arts consultant working together with Broward County and various key members of the Art Community in South Florida. We are always extremely proud and excited to lead the way and to be the first.

This past Thursday, May 1st, Director Cassi Warren and I meticulously reviewed the conceptual rendering of phase 1 of the Olsen Park Project. Seven acres in the Southeast area of our city will be transformed in an unprecedented partnership with our beloved Olsen Middle, and Broward County Public Schools. Principal Giancarli and the School Board have blessed the rendering, and your support is the last step to begin to move forward. See attached the Olsen rendering. Bermello Ajamil our Architecture and Engineering consultant who has been working with us since the inception of our Parks Master Plan has given us a rough estimate for phase 1 at approximately \$4.3 million. By the end of the calendar year, we anticipate our Parks impact fee fund to be around \$5.8 million. Phase 2 will provide the opportunity to retrofit an existing building at the school that is adjacent to the proposed park that will give us an additional space of 7500 square feet for offices and a large Community multipurpose room.

Sussette Rodriguez, our Public Information Officer, was appointed to the Board of Directors for the Florida Municipal Communicators Association (FMCA)—an incredible honor and opportunity to help shape the future of government communications in Florida. FMCA, an extension of the Florida League of Cities, is a dynamic network of communications professionals who lead the way in public information, media relations and community engagement for cities, towns and villages across the state.

We're also thrilled to share that our employment recruitment video earned an honorable mention recognition in the education/training/recruitment video category at the annual FMCA Conference Awards. The video highlights the outstanding benefits, career growth and vibrant workplace culture at the City of Dania Beach.

It is evident that our City Team is running on all cylinders, and I could not be any prouder. My respect and appreciation to our Mayor, Vice Mayor and Commissioners as well for being outstanding ambassadors and exhibiting legislative leadership.



CITY OF DANIA BEACH PROCUREMENT POLICY

Effective Date:

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1. Introduction

PURPOSE

The purpose of the City of Dania Beach Procurement Manual is to inform and instruct each Department, Division, and staff member involved in the purchasing process for the City. The various methods of procurement, duties and responsibilities involved in the purchase of supplies, materials, equipment and certain contractual services, standard purchase items below \$50,000.00 and purchases that exceed \$50,000.00 are addressed in this Manual.

This Manual is not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. When an unusual situation occurs or a difficult legal problem arises, the City Manager may approve exceptions to this Policy, when in the best interest of the City, so long as the proposed exceptions are consistent with local, state, county and federal laws. The final authority for City purchasing procedures is compliance with the law itself.

POLICY STATEMENT

The policy contained in this Manual was developed under the authority of state law and local and City ordinances to maintain a high ethical standard for all Department directors and employees of the City. Failure to comply with the City's procurement procedures is subject to review by the City Manager and Chief Financial Officer.

The City shall make expenditures to promote the best interests of the citizens of Dania Beach. The City shall encourage free and unrestricted competition on all purchases, ensuring the taxpayers the best possible return on and use of their tax dollars.

GOALS AND OBJECTIVES OF CITY PROCUREMENT

The goals of City procurement are to purchase quality goods and services, obtain the best possible price for goods and services by use of an effective and efficient process, and guard against any misappropriation of any assets obtained.

DECENTRALIZED PURCHASING

The current policy of the City is to maintain a decentralized purchasing process, under the monitoring and supervision of the Chief Financial Officer. Each Department Head or authorized division head within this decentralized purchasing function shall be responsible for the function of procurement of sufficient and suitable materials, supplies, equipment, and services for their using Department of the City government, except as otherwise noted.

A fundamental rule of City procurement shall require review and approval of requested expenditures by the Finance Department before costs are incurred or orders placed. Individual Finance Department purchases exceeding \$10,000 shall be approved by the City Manager or designee.

PURCHASING TERMS AND DEFINITIONS

The purchasing profession uses various terms and definitions that may not be commonly used by other disciplines. As used in this Manual, the following terms shall mean: **After-the-Fact Purchase:** purchases are made by City personnel without going through the established approvals and procedures. Personnel will be required to submit a detailed explanation for non-compliance that will be reviewed by the Finance Department and approved by the City Manager or designee before a Purchase Order (PO) can be processed and payment issued to the vendor.

Agreement: All types of binding agreements, including purchase orders of the City of Dania Beach, regardless of what they may be called, for the purchasing of supplies, equipment, and contractual services.

Bid Award: Acceptance of a bid, offer, or proposal by the proper authority.

Best Value Procurement: a strategic procurement system that looks at factors in addition to price, such as quality and expertise, when selecting vendors or contractors.

Change Order: An order for a change due to unanticipated conditions or developments, made to a contract which has not been completed and which do not alter the character of the work contracted for, and which does not vary from the original specification as to constitute a new undertaking. Change orders can be either an increase or decrease to the total contract amount.

De Minimis Change Order: small changes to individual contract line items for convenience and/or to eliminate delays in work. This only applies to line items in the original scope of the contract and generally, may be approved at the Department level.

City Attorney: The City Attorney of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

City Clerk: The City Clerk of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

City Commission: The City Commission of the City of Dania Beach, Florida.

City Manager: The City Manager of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

Chief Financial Officer: The Chief Financial Officer of the City of Dania Beach, Florida, and shall, where appropriate to the context, include any duly authorized designee.

Competitive Bids or Proposals: The solicitation submitted by responsive and qualified bidders or proposers as may be specified or required in an invitation to bid or request for proposals.

Consultants Competitive Negotiation Act (CCNA): The name for Section 287.055 of the Florida Statutes concerning the purchasing of architectural, professional engineering, landscape architecture, land surveying and mapping services.

Contingency: funding that is either included in the contract value or a separate budgeted amount that can be used to cover Change Orders or other unanticipated modifications to a contract that increases the total cost of the contract.

Contract: All types of binding agreements, including purchase orders of the City of Dania Beach, regardless of what they may be called, for the purchasing of supplies and contractual services.

Contractual Services: The rendering of time and effort by a contractor rather than furnishing specific supplies. Contractual services shall not include exempt contractual services as more specifically identified in the Purchasing Ordinance.

Cooperative Purchasing: The purchasing conducted by or on behalf of more than one governmental entity.

City Standard: The City may establish a standard of a product, for aesthetics, efficiency in maintenance, and consistency of products. An established must be bid competitively and the subsequent procurements may be made under this qualification.

Emergency Procurement: A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety of the City under certain conditions defined as an emergency by the City, that does not allow for normal, competitive purchasing procedures.

Formal Bid: A bid which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened and announced at a specified time at a public opening.

General Services: Services such as janitorial, uniform cleaning, maintenance, and other services for which the performance of such activities does not require any unique skill, special background, or training.

Goods: Supplies or anything purchased or available for purchase, other than real

property or services.

Governmental Agency: Any agency of the federal, state, county or local government.

Invitation to Bid (ITB): A written solicitation for competitive, sealed bids with the title, date, and time of the public bid opening designated in it and specifically defining the supplies or contractual services for which bids are sought. The Invitation to Bid shall be used when the City can establish precise specifications that define the scope of work for which a contractual service is required or that define the supplies required.

Notice of Award: The written notice by the City to the apparent successful bidder or proposer stating that upon compliance by the apparent successful bidder or proposer with the conditions in the contract within the time specified, the City may sign and deliver the contract.

“Piggyback Contract”: The City may be authorized to enter into an agreement solicited and awarded by another agency to purchase goods or services. The awarding agency and vendor must grant permission for the City to take advantage of the awarded pricing and the solicitation must have occurred within eighteen (18) months from the date the City seeks to contract with the vendor or the bid was renewed within that time period.

Professional Services: Any services such as advice, instruction or specialized work performed by an auditor, attorney, doctor, architect, engineer, land surveyor, construction project manager, appraiser, expert, consultant or other professional service provider specifically qualified in a particular area. The purchasing of professional services does not lend itself to normal competitive bidding and price competition alone and may be procured by RFP and selected through competitive selection and negotiation. See CCNA Services above, as to state selection requirements.

Procurement Card or “P-Card”: A type of charge card issued to designated employees to provide for purchases of small dollar items that are difficult to plan for. This method of purchasing allows projects to continue without the delay of going through the regular check or purchase order process. Prescribed limits and permitted commodities are established for each authorized employee prior to receiving the card.

Purchase Order: A document that formalizes a purchase transaction with a vendor and conveys acceptance of the vendor’s proposal. A purchase order constitutes a contract between the City and the vendor and, as such, is a legal document.

Quotation: Informal solicitation of price, terms of sale, and description of goods or services to obtain competitive prices from multiple vendors, usually for purchases below the amount requiring formal bidding.

Requesting/User Department: Any City Department that uses any goods, services, equipment, or other purchases to be obtained in accordance with the policies outlined in

this Manual.

Requests for Proposal (RFP): An RFP is a written solicitation for sealed proposals with the title, date and hour of public opening designated. A Request for Proposals shall include, but is not limited to, general information, functional or general specifications, and statement of work, proposal instructions and evaluation criteria.

Requests for Qualifications (RFQ): An RFQ is a formal invitation from the City to vendors to submit a statement of qualifications for the performance of specified services. The RFQ identifies the desired minimum qualifications for a firm or provider, a scope of work statement, any project requirements, and states the relative importance of selection criteria that will be used in compiling the short list of prospective firms for further consideration.

Responsible Bidder or Responsible Proposer: A person who or business entity which has the capability in all respects to fully perform the contract requirements, who and which has the experience, ability, reliability, capacity, staff, facilities, equipment, financial resources and credit which provides a reasonable expectation of good faith performance.

Responsive Bidder or Responsive Proposer: A person who or business entity which submits a bid or proposal is determined to be responsive if the proposal is in substantial conformance with the conditions, completion or requirements and specifications identified in an Invitation to Bid, Request for Proposals or Request for Qualifications.

Single Source: Purchases from one selected supplier, even though there are other suppliers that provide similar products or services.

Sole Source: Purchases where there is only one supplier that provides the product or service. Usually these are unique products or services that cannot be found anywhere but only through one supplier, manufacturer, or contractor.

State Contract: An annual term contract released by the State of Florida Department of Management Services Purchasing Division or any other State of Florida Agency (University, College etc.) that may be utilized at the option of local government using agencies.

2. Ethics and Standards

PRINCIPLES

It is the policy of the City that the following ethical principles will govern the conduct of every employee involved directly or indirectly in the City procurement process. Any

misuse of the City's purchasing power carries various legal or future employment consequences, or both.

The City also requires ethical conduct from those who do business with the City of Dania Beach. Vendors and other business entities are required to adhere to all federal, state, county and municipal laws and ordinances.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Vendors or vendor entities wishing to do business with the City, including those who or which submit bids on City contracts, make purchases of surplus City property, or participate in any other purchase or sales transactions with the City, must disclose any potential conflict of interest (which may arise when an elected member or employee of the City seeks to provide goods or services to the City for compensation).

It is the vendor's or vendor entity's responsibility to notify the City of a potential conflict of interest. It is the responsibility of the City's representative to inform senior management or the Chief Financial Officer of a potential conflict of interest by the vendor or vendor entity. Failure to do so results in a breach of ethical requirements.

PARTICIPATING IN PROCUREMENTS WITH FAMILY

It shall be a breach of ethics and requirements for any representative of the City to participate directly or indirectly in a procurement activity for the City, and fail to disclose it, when the employee knows or should know that:

1. The employee or any member of the employee's immediate family (as defined in Florida Statutes § 112) has a financial interest pertaining to the procurement;
2. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement; or
3. Any other person, business, or organization with whom of which the employee or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement process.

PERSONAL GAIN

It shall be a breach of ethical requirements to attempt to realize unauthorized personal gain through employment with the City or by any conduct inconsistent with the proper discharge of the employee's duties. If any such conflict of interest exists, the employee must immediately notify the Chief Financial Officer in writing and will remove himself/herself from the City's procurement process.

INFLUENCE OF A PUBLIC EMPLOYEE AND CONFIDENTIAL INFORMATION

It shall be a breach of ethical requirements to attempt to influence any City representative to violate the standards of conduct set forth by the City.

It shall be a breach of ethical requirements for any representative of the City knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

GIFTS AND GRATUITIES

It is the policy of the City that all employees are prohibited from accepting (either directly or indirectly) any gift, favor, or benefit exceeding \$25.00 from any vendor, registered lobbyist or individual or entity related to one's employment by the City. Additionally, no matter the value, an employee may not accept any gift, favor or benefit from any person or entity where there is a real or potential risk of compromise or conflict of interest, or which violates the State of Florida Code of Ethics for Public Officers and Employees (Chapter 112), the Broward County Conflict of Interest and Code of Ethics Ordinance, or the City of Dania Beach's Policies and Procedures.

If anyone is in doubt whether a transaction complies with this policy, the individual should disclose the transaction to the Human Resources or Office of the City Attorney for interpretation.

KICKBACKS

It shall be a breach of ethical requirements for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the City, or any person associated with the person or entity, as an inducement for the award of a subcontract or order.

PURCHASE OF MATERIALS, EQUIPMENT, AND SUPPLIES FOR PERSONAL USE

No City representative may purchase City property for his or her own personal use unless purchased through the City's public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials, or supplies.

3. Standard Insurance Requirements

The selected firm or individual for all bids, requests for qualifications (RFQ), and requests for proposals (RFP) will be required to name the City as an additional named insured, ordinarily subject to the minimum coverages identified below. Minimum coverage may exceed the below coverages depending upon the scope and cost of the project and at the recommendation of the City's insurance broker.

WORKERS' COMPENSATION

Workers' Compensation shall be maintained by the selected firm or individual for all employees engaged in the work under a bid, RFQ or RFP in accordance with the laws of

the State of Florida. Employers' Liability Insurance shall also be maintained by the selected firm or individual at limits not less than the following:

\$500,000.00 Each Accident
\$500,000.00 Each Employee
\$500,000.00 Policy Limit for Disease

In no event shall the selected firm be permitted to utilize in the prosecution of the work or services, the following: 1) any employee, subcontractor or subcontractor employee who is exempted or purported to be exempt from Workers' Compensation insurance coverage; or 2) any employee, subcontractor or subcontractor employee who is or will be covered by an employee leasing arrangement.

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance shall be maintained by the selected firm or individual with limits not less than the following:

\$1,000,000.00 Bodily Injury & Property Damage-each occurrence
\$1,000,000.00 Personal & Advertising Injury-each occurrence
\$2,000,000.00 General Aggregate
\$2,000,000.00 Products/Completed Operations Aggregate limit

Coverage shall include Contractual Liability and Independent Contractors Liability.

AUTOMOBILE LIABILITY INSURANCE

Automobile Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000.00 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

PROFESSIONAL LIABILITY INSURANCE

Professional Liability Insurance shall be maintained by the selected firm or individual with a combined single limit of not less than \$1,000,000.00, protecting the selected firm against claims of the City for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the selected firm or individual.

OTHER REQUIRED INSURANCE COVERAGE

Other Required Insurance Coverage may be required by the City where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the City.

All insurance minimum coverages extend to any subcontractor, and the general contractor is responsible for compliance by all subcontractors.

4. Purchasing Authority

APPROVAL OF CITY PURCHASES

No employee shall purchase goods or services on behalf of the City without first seeking approval as required by this policy. All purchases shall require advance approval of the appropriate Department Head, the Chief Financial Officer and/or the City Manager in accordance with the guidelines referenced in this manual.

DESIGNEE

When used in these procedures, any title such as City Manager, Chief Financial Officer, or Department Head is presumed to include that person's official designee.

PURCHASING AUTHORITY

1. City Commission: The City Commission has full authority to incur obligations or expend funds in amounts over \$50,000.00 whenever it deems it necessary in the City's public interest. If any City purchase increases the total over \$50,000.00 per vendor for a current fiscal year, the contract/proposal/quote must be presented to Commission for approval prior to the order being placed.
2. City Manager: The City Manager has full authority to incur obligations or expend funds in an amount up to and including \$50,000.00 whenever it is deemed necessary and in the City's public interest.
3. Chief Financial Officer: The Chief Financial Officer, prior to City Manager approval, is responsible for determining if an item is budgeted, if adequate funds are available and if proper purchasing procedures were followed.
4. Finance Department: The Finance Department (Finance) is the central point for all purchases in the City. The Procurement Division shall work with the Chief Financial Officer to verify and approve the appropriateness, completeness, and funding availability of all standard purchase requests that exceed the individual department purchasing threshold. The Finance Department is responsible for issuing, adjusting, monitoring, and closing of all City purchase orders.
5. Department Head: The Department Head is responsible for all department-sanctioned purchases and shall be accountable and responsible for all expenditures of his or her department.

UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions, no purchase of supplies, services, or equipment over \$50,000.00 shall be considered approved or final until approved in advance by the City Commission as required by the appropriate approval authority. At no time shall purchases be broken down into smaller quantities or specialized activities to avoid the requirements stated in this Manual.

In the case of emergency purchases that exceed \$50,000.00, the City Manager may authorize such purchases in the interest of public safety or welfare; however, that such purchases must be ratified by the City Commission at the next possible public meeting.

5. Contracts

GENERAL

A contract is a written agreement for the purchase or disposal of supplies, services, insurance, equipment or construction activities. To be effective, a contract must include an offer and acceptance in writing by competent parties to furnish goods, services or both for an agreed price.

AUTHORITY TO SIGN CONTRACTS THAT BIND THE CITY

To conduct business, it may be necessary for the City to enter into legally binding agreements with other entities. The City Manager is authorized to sign contracts that bind the City which hold a value of \$50,000 or less per fiscal year. All contracts over \$50,000 are countersigned by the Mayor. The City Manager has delegated signature authority for contracts valued at \$5,000.01 to \$10,000.00 per fiscal year to the Chief Financial Officer, and for contracts valued at \$5,000 or less per fiscal year to Department Heads. The City Manager is authorized to sign contracts that bind the City, except as may be directed by the City Commission. This is inclusive of the following items that change the scope, schedule, and budget terms of contracts: amendments, change orders, options, extension or renewal letters, equipment rental or lease agreements, task orders, work orders, statements of work or similar items that modify the scope, schedule times or budget terms of a contract.

The City Attorney shall review all documents, contracts, and legal instruments in which the City may have an interest. Departments should allow at least ten (10) working days for the review of changes to standard contracts and at least thirty (30) working days for the review of all other non-standard documents.

To be valid, a contract must be signed by an authorized representative of the company supplying the services, goods or both and the City Manager and other City officials, dependent upon the amount and type of contract. A copy of the contract is to be immediately forwarded to the City Manager's office and Procurement after execution.

TYPES OF CONTRACTS

There are various types of contracts used by the City of Dania Beach:

1. Service Agreements: These contracts establish the commitment of a vendor to furnish the purchaser's requirements for items or services on an as-required basis.
2. Term Contracts: These contracts establish a source of supply for goods or services during a specified period of time.
3. Requirements Contracts: These are agreements in which the vendor agrees to supply all of the purchaser's normal requirements for an item(s) at a specified price during a specified period.

CONTRACT PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any time period deemed to be in the best interests of the City provided the extension beyond the current fiscal year, if any, is included in the solicitation and funds are available for the current fiscal year at the time of contracting and that such terms abide with applicable laws/statutes. Payment and performance obligations for future fiscal years shall be subject to the availability of funds.

PRICE ADJUSTMENT

Contracts may be awarded with provisions for upward or downward price adjustments provided this allowance is part of the original bid solicitation and the adjustments are based upon a nationally recognized or published index or other criteria acceptable to the City.

AMENDMENTS

Any changes to a contract that alter the terms and conditions of a contract or provide for a change in the scope of the contract, must be contained in a formal amendment to the contract executed by the same parties as the original contract.

CHANGE ORDERS

Orders for a change to a contract must reasonably and conscientiously be viewed as being in fulfillment of the original scope of the contract. Further, such changes, when viewed against the background of the work described in the contract and the language used in the specifications, must clearly be directed either to the achievement of a more satisfactory result or the elimination of work not necessary to the satisfactory completion of the contract.

Prior to commencement of work, all change orders or changes to rates of approved contracts or agreements that increase or decrease the contract cost must be formally approved in writing by the Department Head, City Manager or City Commission as appropriate.

All change orders shall be subject to approved Department budget availability. No claim against the City for extra work in furtherance of such change order shall be allowed unless

the prior written approval has been obtained from the City Manager, notwithstanding any other provision, contractual or otherwise.

CONSTRUCTION CONTRACT CHANGE ORDERS

This section applies to construction contracts awarded by the City Commission.

The City shall have the right, based on a clause contained in each construction contract, to require changes in quantities, additions, or deletions of work or other changes within the original intent of the contract.

The same purchasing thresholds provided in Section 4 “Purchasing Authority” of this Policy also apply to the approval of construction contract change orders and uses of Contingency, if there is a Contingency line item in the contract/awarding Resolution, and funding is appropriated and available, as approved by the City Commission, as follows:

- City Manager (or designee): may approve project change orders from \$10,000.01 to \$50,000.00;
- Chief Financial Officer: may approve project change orders from \$5,000.01 to \$10,000.00; and
- Department Directors: may approve project change orders up to \$5,000.00.

If the Contingency provided for in the awarding Resolution and contract exceeds \$50,000.00, the City Manager may be authorized to approve change orders and use of the Contingency that exceeds his/her threshold above, only if the authority has been expressly authorized in the awarding Resolution.

For construction projects not awarded by the City Commission (cost < \$50,000), the City Manager must approve all change orders until the cumulative project cost reaches \$50,000, at which point City Commission approval is required.

AMENDMENTS TO CONSTRUCTION CONTRACTS

All changes to construction contracts that alter the terms and conditions of the contract or provide for a change in scope of the project beyond the original intent must be contained in a formal amendment to the contract. Such an amendment must be approved by use of a document that is consistent with the formality of the original contract and must be signed by individuals holding the positions of the original signatories. If the amendment causes the total dollar amount of the contract to move to the next dollar advance approval is required and must be given as identified for that threshold.

ONGOING CONTRACT ADMINISTRATION

After the award of any contract, the user Department must ensure that both the City and the vendor follow all terms and conditions of the contract, including, but not limited to, maintaining current insurance certificates.

In cases where the vendor does not adhere to delivery obligations and specifications or is in technical breach of a contract, the Department must attempt to rectify the situation with the vendor and maintain a written record of these attempts. This written record should contain specific detailed instances of non-compliance with the contract requirements and a timeframe for resolution of the issues involved.

In cases where the Department is unable to rectify a breach of contract with the vendor, the Department may recommend to the City Manager or City Commission (depending on the amount of the contract) that the contract be cancelled, the vendor be suspended or debarred (meaning that the City will no longer conduct business with the vendor), or to begin appropriate legal action through the City Attorney.

The City may, except as may otherwise be provided by the contract, suspend a contract following a determination by the City Manager that there has been a material deviation by the vendor from the requirements of the contract. Any suspension of contract shall be provided in writing to the affected vendor within three (3) working days of such determination. The City reserves the right to obtain goods or services, which are the subject of the contract, from alternate sources during the suspension period.

Contracts originally approved by the City Commission shall be terminated only after specific City Commission action, unless otherwise approved by the City Attorney for termination.

6. Duties and Responsibilities

GENERAL STATEMENT

The procurement process is a combined effort of the ordering Department or agency, the Procurement Division and the Finance Department. When all parties cooperate and work as a team, the results are an efficient and properly performed procurement.

PROCUREMENT DUTIES AND RESPONSIBILITIES

The following duties and responsibilities shall be adhered to by members of the Procurement Division:

1. Monitor the procurement of general supplies, services, and equipment to ensure that bids/proposals are awarded to the lowest responsive and responsible bidder or respondent when required by this policy.
2. Identify, evaluate, and utilize purchasing methods which best meet the needs of the City (i.e., cooperative purchases, blanket purchase orders, contractual agreements, etc.).
3. Facilitate all bid or proposal evaluation committee meetings with the Contract/Project Manager and others as designated by the requesting Department.

4. Track expenditures against all bids, requests for proposals and contracts to ensure that the amount and value of purchase orders released does not exceed the estimated amount approved by the Commission.
5. To provide training to department heads, administrative staff, and others involved in the purchasing process on the proper use of procurement cards and other purchasing procedures.

The Procurement Division has the ultimate responsibility to utilize cost effective best practices to assist in the procurement of quality goods and services that present the best value to the City.

These services are offered to all City Departments, agencies of the City, and jointly funded governmental entities when funding and payment responsibilities rest with the City.

CITY DEPARTMENTS' DUTIES AND RESPONSIBILITIES

City Departments are charged with the following responsibilities in the procurement process:

1. Ensure that all personnel involved in the purchasing process receive appropriate training in the implementation of the procedures of this Manual.
2. Manage contracts and purchase orders assigned to their department ensuring that vendors provide goods or services in accordance with contract terms and receive supplies and materials in a timely manner to assure prompt payment.
3. Anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.
4. Conserve, maintain, safeguard, recover, repair and salvage all vehicles, equipment, and supplies purchased with City funds.
5. Provide a complete and concise description of goods or services required, verify the proper budget account(s), and ensure that sufficient funding exists for all City purchases.
6. Provide detailed, accurate specifications to ensure that goods and/or services are obtained are consistent with requirements and expectations and prepare purchase order requests in accordance with instructions so as to minimize the processing effort.
7. Inform Procurement of any vendor relations problems, shipping problems (e.g. damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations that could affect the procurement function.
8. Minimize urgent and sole source purchases and provide written documentation when such purchases may be necessary.
9. Review all bids or proposals received for compliance with specifications, and provide written documentation as required by City policy.

7. Competitive Procurement Requirements and Thresholds

GENERAL

Employees are responsible for obtaining quotes for purchases in the instances outlined below. When submitting a purchase order request prior to purchase, all quotes shall be attached to the purchase request. Purchase order requests submitted without the required quotes or a satisfactory explanation as to the reason(s) why quotes were not obtained (e.g., sole source, emergency, etc.) will be returned to the requesting Department without approval.

A requesting Department must never give a vendor the approval to perform a service or deliver goods unless a purchase order has been approved in advance by the Finance Department. A purchase order is the only legal authorization for purchases over \$5,000.00.

If the Department solicits less than three verbal quotations because of the lack of suppliers, the Department Director shall note that explanation on the quote form. The Chief Financial Officer reserves the right to confirm the lack of availability of suppliers for an item or service. It is the responsibility of the Department Director to ensure all purchases made within their department comply with this policy.

PURCHASES UP TO \$5,000.00

Day-to-day purchasing where the estimated cost is \$5,000.00 or less may occur without a Purchase Order; the responsibility still exists for making the most economical purchases. Price checks and surveys must be made from time to time to ensure that the price being paid is the best price available and that the quality is the best that is required.

Purchases cannot be split to meet this threshold.

PURCHASES BETWEEN \$5,000.01 AND \$10,000.00

Expenditures for goods, services, or construction where the estimated cost is between \$5,000.01 and \$10,000.00 can only be made after obtaining a minimum of three (3) price quotations and the issuance of a purchase order. Verbal quotes may be solicited by telephone or email (written is preferred). Quotes shall be obtained in a manner that allows an “apples-to-apples” comparison for similar items that reflect the same quantity and quality of item specified. Verbal quotes must be documented in writing by the requesting department.

Purchases cannot be split to meet this threshold.

PURCHASES BETWEEN \$10,000.01 AND \$50,000.00

Expenditures for goods, services, or construction where the estimated cost is between \$10,000.01 and \$50,000.00 shall only be made after obtaining a minimum of three (3) written (firm) price quotations and the issuance of a purchase order. Quotes must be received on the quoting vendor’s letterhead with a signature or must be received in an e-

mail from the vendor. Quotes shall be obtained in a manner that allows an “apples-to-apples” comparison for similar items that reflect the same quantity and quality of item specified. Quotes shall be obtained and attached in the City’s accounting system as supporting documentation.

Purchases cannot be split to meet this threshold.

PURCHASES OVER \$50,000.00

Purchases for services, supplies, and equipment where the estimated cost is greater than \$50,000.00 require a formal bid process, and always require City Commission approval by resolution as well as a purchase order. Most purchases require competitive bidding under state or federal law. If circumstances do not permit competitive bidding (e.g. sole source provider, piggyback), City Commission waiver of competitive bidding is required.

Purchases cannot be split to meet this threshold.

Under \$5,000	\$5,000.01-\$10,000	\$10,000.01-\$50,000	Over \$50,000
• PO not required • Departments must ensure item prices and quality are the best value to the City.	• Minimum of 3 quotes • Verbal or written • Finance approval required	• Minimum of 3 quotes • Formally obtained quote with vendor signature • Finance and City Manager approval required	• Formal solicitation • Commission approval required

*****PURCHASES MAY NOT BE SPLIT TO MEET THE ABOVE THRESHOLDS*****

PROCUREMENT AWARD

In determining the lowest responsive and responsible respondent each City Department shall consider, in addition to price, factors which ensure the procurement of a good or service provides the best value to the City. These factors include, but are not limited to:

1. Consistency, reliability, and responsiveness from suppliers.
2. Reduction of risks such as schedule delays and costs added through change orders.
3. Whether the respondent can complete the work in the timeframe required for a project.
4. The character, integrity, reputation, judgment, experience and efficiency of the respondent,

5. The quality of performance in previous work for the City.
 6. The ability of the respondent to provide future maintenance and service.
 7. The ability of the respondent to comply with the City's requirements.
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8. Purchase Orders

A fully executed purchase order (PO) is the user Department's authority to purchase goods or services. A purchase order must reflect the anticipated total amount of business to be done with a single vendor for the fiscal year for that particular purpose(s). The total shall not be broken, split or divided into smaller amounts to avoid the crossing of a dollar threshold with additional approval requirements, including the requirement for formal competitive vendor selection.

Purchase orders shall be requested by each City Department for purchases of all materials, supplies, equipment, and services more than \$5,000.00, except for those identified in this policy, by submitting a purchase request for each service for each vendor. The request must include all three (3) bids or quotes, the executed resolution (if applicable), the fully executed contract, and appropriate approvals.

When a contract is awarded with contingency funds, the purchase order must include separate line items for the contract amount and the contingency funds in order to be processed.

A purchase order shall be prepared by the Finance Department after it has reviewed the request. The review process includes verification of funds availability, applicable approvals, and the presence of supporting documentation in accordance with City procurement procedures.

After the goods or services have been received, the Department Head or designee shall verify the order and the unit price(s) authorized and process the invoice for payment in the City's accounting system.

Without exception, all PO's must be fully approved before the issuing Department may place the order. This is true even when a contract with the vendor has been fully executed. Vendors may not proceed with services until the PO is issued and any applicable work orders have been executed by the appropriate party – in many cases, the City Manager.

The purchase order reserves (encumbers) the funds within the financial system; funds cannot be allocated for other purposes before the transaction has been completed and the purchase order has been fully closed out.

9. Purchases in Violation of the Procurement Policy

GENERAL

The Finance Department actively monitors all purchases to ensure adherence to City policies and procedures. Purchases may be temporarily halted immediately by the Finance Department in consultation with the City Manager's Office, if the user Department does not strictly adhere to the provisions of City procurement procedures. Any purchase made outside of the requirements of this procurement Manual, City procedures and prior to the issuance of a purchase order is a violation of City policy and procedures.

If a purchase occurs outside of the standard procurement process and ratification of the purchase is sought, a memo must be sent to the City Manager stating the conditions and circumstances that resulted in a violation of policy and procedures. Justification must include the following information:

1. The circumstances that resulted in the purchasing violation;
2. The necessity of the purchase and its public purpose;
3. Evidence that the price charged was fair and reasonable; and,
4. Actions taken by the Department to prevent recurrence of the purchasing violation

The Finance Department may conduct reviews of City purchases to ensure compliance with the City's overall purchasing policies outlined in this Manual.

If a review reveals a policy violation, the Department Head will be notified and based on the severity of the violation and identification of the person(s) responsible for it, the matter will be referred to the City Manager for possible disciplinary action. Any violation of the Procurement Manual and City purchasing procedures may result in:

1. Revocation of procurement authority or certain privileges;
2. Requirement that individuals attend additional training by the Procurement Division; and
3. Disciplinary action up to and including termination of employment and prosecution to the fullest extent permitted by applicable law.

10. Payments for Goods and Services

INVOICES

Invoices are itemized statements of goods or services provided and are a means of settlement of financial obligations. The timeliness of processing invoices may affect the relationship between the City and its vendors and must be processed within 30 days of receipt of a correct invoice (20 days in the case of construction services per Florida

Statutes, § 218.70, the “Local Government Prompt Payment Act”). Invoices should contain the following basic information:

- Purchase order number (if applicable)
- Itemized listing of materials or services rendered
- Packing slips, delivery receipts or both
- Quantity of each item
- Unit price with extensions
- Discount terms, if applicable
- Services provided, including hours and billing rates where applicable
- Remittance address
- Name of the Department receiving the goods or services and contact person(s)

PROCUREMENT CARD

The Procurement Card, known as a “P-Card”, is a method of direct payment for small purchases. A procurement card purchase shall not be split into two or more transactions to circumvent the various monetary thresholds. Cardholders are accountable for all purchases made on their City-issued P-Card and violations will be referred to the City Manager for possible disciplinary action. The Department Director is equally responsible for monitoring compliance with the Procurement Card Program for their respective department and ensuring that their staff have been formally trained on the purchasing policy, allowable uses of the P-Card, and its proper safeguarding. (Refer to City of Dania Beach Procurement Card Administrative Policy, FIN-2015-001).

GOVERNMENT CERTIFICATE OF EXEMPTION

The City is exempt from state, county and federal sales and excise taxes. Completion of a certificate which states that purchases of property or services are for the exclusive use of the government is necessary. The certificate of exemption can only be used for City purchases. It is illegal for the exemption to be used for personal purchases or for purchases made by an independent contractor.

11. Formal Procurement Methods

GENERAL

Formal bid/proposal solicitations are required to be issued when the cost of a procurement (purchase, lease, or rental) exceeds \$50,000.00. Awards exceeding \$50,000.00 or more must be approved by resolution of the City Commission.

INVITATION TO BID (ITB)

An ITB is normally issued to obtain bids for products and in some cases, general services for which requirement specifications are fully known and clearly stated. In the case of an ITB, the contract award is usually made to the bidder who or which is responsive to all stated bid requirements, determined to be responsible to perform the contract in a timely and quality manner, and who or which offers the best value to the City. At an ITB public bid opening, the name of each bidder, items bid and bid prices are publicly read aloud and recorded.

REQUEST FOR PROPOSALS (RFP)

An RFP may be issued to obtain proposal offers for professional services, general services, high-tech equipment and software and certain products where performance, maintenance, and supply factors are determined to be critical to the City. In the case of an RFP, the contract award is usually made to the most responsive and responsible proposer to meet the stated evaluation criteria of the City. Price or cost as a factor represents only one of the evaluation criteria. At a public RFP proposal opening, the name of each proposer and a "proposal" or "no proposal" statement is publicly read aloud. Prices and proposal information are kept confidential until after contract award, as authorized by state law.

REQUEST FOR QUALIFICATIONS (RFQ)

A written Request for Qualifications (RFQ) is issued for all purchases above \$50,000.01, or for smaller purchases when special terms and conditions or requirements and specifications are needed (e.g., insurance or performance bonding, etc.) or when it is critical that performance requirements be completely understood and accepted by the supplier or service provider.

FORMAL BID/RFP/RFQ SOLICITATIONS AND OPENINGS

Whether an RFQ, ITB or RFP is involved, all received bid/proposal responses are to be date and time stamped and must include bidder's/proposer's/respondent's name. Responses shall remain sealed until the designated time and date for public opening. At the time and date stated for the public bid/proposal opening, a representative of Procurement shall open bids or proposals before witnesses and read the appropriate information aloud.

12. Exceptions to Competitive Procurement

The following are exceptions to the requirements of the competitive procurement process. Exceptions must be pre-approved by the City Manager, the Chief Financial Officer or both. Refer to the City Code of Ordinances for further details. Purchases not subject to

competitive procurement requirements must still have the same levels of approval as purchases subject to the regular competitive procurement process.

STATE OF FLORIDA CONTRACTS

The City may utilize a State of Florida contract or contract with other Florida governmental entities or associations in Florida affiliated with state agencies (such as counties, the Florida Sheriffs' Association and the Florida Fire Chiefs' Association). The City may also utilize United States government contracts, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney.

COOPERATIVE AGREEMENTS/CONTRACTS

Cooperative purchasing is a process by which two or more jurisdictions cooperate to purchase items from the same vendor. This form of purchasing has the benefits of reducing administrative costs, eliminating duplication of effort, lowering prices, sharing information and taking advantage of expertise and information that may be available in only one of the jurisdictions. Cooperative purchasing transactions must be legitimate and enforceable. There must be mutuality between buyers and sellers and a commitment on the part of participants in the cooperative purchasing process to purchase from the successful vendor. The City may utilize cooperative agreements or contracts, provided that the **City is a participating member of the cooperative group that conducted the solicitation,** the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney.

GOVERNMENTAL AGREEMENTS/CONTRACTS

The City may also utilize other governmental entity (other cities or counties) agreements or contracts, provided that the contract is based strictly on competitive bidding and not on any preference, and provided that the form of the contract is acceptable to the City Attorney. Utilizing other government entity's contract shall only be permitted if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months (or as such bid may have been extended by the vendor, supplier, contractor or other similar person, subject to the same conditions as the original bid).

PROFESSIONAL SERVICES PURSUANT TO FS § 287.055 (CCNA)

Procurement of architectural, professional engineering, landscape architecture, registered surveying and mapping services are governed by the Florida law known as the Consultants Competitive Negotiation Act (CCNA) per FS § 287.055. Selection factors are based on capabilities, adequacy of personnel, past record, professional designations, and expertise and experience of firms and their individual professionals. Compliance with this state law is strictly required.

"PIGGYBACK" CONTRACTS

To obtain the benefits of volume purchases or reduce administrative expenses and time when procuring similar goods or services, the City may utilize a process commonly known

as “piggybacking.” This term refers to the use of competitive solicitations conducted by other governmental entities.

The City may utilize a competitive solicitation conducted by any other municipal, county, state or federal governmental agency if such solicitation is deemed to be in the best interest of the public, but only if all the following requirements are met:

1. The requesting Department has done their due diligence to ensure that the cost of the goods or services under the contract to be piggybacked is the most advantageous to the City. It is understood that informal quotes may not be obtained in every situation, specifically when bid specifications are unavailable.
2. The procurement was publicly advertised, issued, and awarded by a bona-fide governmental agency.
3. The contract includes an assignability clause that allows for the assignment of all or part of the specified deliverable items.
4. The vendor consents to the piggybacking and executes a separate agreement with the City which confirms that the same prices, terms, and conditions granted to the original contracting agency will be granted to the City.

PIGGYBACKING IS NOT PERMISSIBLE UNDER THE FOLLOWING CONDITIONS:

1. If pricing obtained from any other source would result in a lower cost than the contract to be piggybacked.
2. The action would call for a substitution of goods or services or an increase in quantities that were not originally bid on and not originally evaluated as part of the contract award.
3. The procurement is for professional services that are subject to the requirements of the Consultants’ Competitive Negotiation Act (CCNA), FS § 287.055.

13. Exemptions to Competitive Procurement

The following procurements are exempt from the provisions of the competitive procurement, when properly budgeted or subject to future appropriations and authorized by the City Manager, City Manager’s designee or City Attorney:

1. Arts and entertainment (artistic services, performing artists, entertainment and amusements at festivals or special events);
2. Advertising services;
3. Legal services (attorney, paralegal, expert witness, appraisal, mediator services) and outside legal services;

4. Health services (substance abuse, mental health, examination, diagnosis, treatment, prevention, medical consultation, administration, Medicaid services);
5. Software maintenance (where the company doing the maintenance was the developer of the software or is the only authorized provider);
6. Training, education, and travel (continuing education events or programs offered to and paid by the general public, education reimbursements, budgeted travel and travel expenses, training and education services provided to injured employees for worker compensation, lectures or professional training services provided to employees);
7. Government to government (services or commodities provided by governmental agencies, contracts with other governmental entities or agencies for public services, franchises for municipal services or other public services, provided said franchises have been approved by the City Commission); architectural and engineering services below \$25,000 (where services would otherwise be and where a consultant from the governed and defined by Florida Statutes Section 287.055 and where a consultant from the City's continuing services contract would not be in the best interest of the City);
8. Miscellaneous payments (utility bills and similar regular operating expenses, payroll and related payments including temporary employees, subscriptions and membership dues, insurance billings, postage, postage meter permits and similar matters, authorized debt service, debts, judgments, or pursuant to court orders, authorized donations or scholarships);
9. The purchase of goods or tangible property specifically purchased for resale to the general public;
10. Contracts for professional services involving peculiar skill, ability, experience or expertise, which are in their nature unique and not subject to competitive bidding, are exempt from the competitive bidding requirements of this article; however, a formal written contract, approved by the City Commission, shall be required for all such contracts in excess of the competitive selection threshold, and any applicable state law, such as the Consultant's Competitive Negotiation Act, shall be followed.

A contract may be awarded without competitive selection in the following circumstances when the Procurement Division determines, after conducting a good faith review of available sources, that there may be more than one source for the required goods or services but one or more of the following are true:

1. The vendor has exclusive distribution rights.
2. The vendor is the single provider of goods or services which have unique characteristics essential to the operational needs of the using City department and no other product or service will be suitable for use by the using department.
3. The vendor has special ability to provide unique spare parts or unique emergency repair service.
4. The vendor has unique historical, institutional knowledge and experience which will provide a continuity of service, efficiency and cost effectiveness

- not available from any other vendor.
5. The parts or accessories are an integral repair accessory compatible with existing equipment and are the only parts that can be reasonably used.
 6. The procurement is needed to ensure consistency in results as related to other products or standardization of parts or supplies as required to avoid unreasonable cost or inefficiency,
 7. The unique and specialized expertise of one source of services is unlikely to be obtained from any other source.

14. Formal Solicitation Process

SOLICITATION PREPARATION

Prior to the preparation or release of any solicitation, departments must ensure the good, service or project has budget approval for the current fiscal year. Without budget approval, solicitations cannot move forward.

The requesting department must submit a Competitive Solicitation Request Form as a formal request for the solicitation. This request should include a project summary and timeline for the solicitation, which should be no less than 21 days.

Department and Procurement Division will work together to establish specifications and scope of work.

Department Director is responsible for forming a Bid and Evaluation Committees made up of no less than three (3) and no more than eight (8) members to review and evaluate bids and proposals.

1. All members of the committee must be notified by the requesting department Director of selection to the committee and understand their obligation throughout the entire solicitation process.
2. Committee members may be comprised of any employee or outside consultant that the City Manager or Director may deem necessary.

RELEASE AND ADVERTISEMENT

Once solicitation documents have been finalized, Procurement will submit all documents to legal for review before release.

After legal review and approval, Procurement will post the solicitation to the City's electronic bidding platform, the City website and applicable news publications.

SOLICITATION OPENING AND EVALUATION

1. Procurement will conduct a public bid/proposal opening meeting.
 - a. Only vendor names and pricing (if applicable) will be disclosed during this meeting.
2. Procurement will review each bid or proposal responsiveness to the solicitation and responsibility of the bidder/proposer.
3. Each member of the Bid/Evaluation Committee will be provided an electronic copy of each bid or proposal for independent review and scoring.
4. The Committee will meet, if applicable, to discuss and rank all responsive proposals and make a recommendation of award.

All Selection/Evaluation Committee meetings are subject to Florida Sunshine Law. The Florida “Sunshine” Law applies to all Committee meetings, except as to exemptions described below.

The following portions of Evaluation Committee meetings are not required to be open to the public (they are “exempt” portions of such meetings). The non-public (“exempt”) portions are: any portion of a meeting at which negotiations with a respondent is confidential if there is a competitive solicitation; any portion at which a respondent makes an oral presentation as part of such a solicitation; and any portion of such meeting at which a respondent answers questions as part of such a solicitation. In each case, Florida law requires that any such portion is to be recorded and no part of any such meeting may be “off the record” (per Florida Statute, Section 286.0113).

RECOMMENDATION OF AWARD

After review and scoring (if applicable), the requesting department will prepare a formal recommendation of award to be submitted to the City Manager for review and placement on a City Commission meeting agenda for approval.

Responses to solicitations are not required to be disclosed as “public records” until thirty (30) days after opening of responses or until the City provides notice of an intended decision as to the solicitation, whichever first occurs.

CONE OF SILENCE

The City of Dania Beach imposes a “Cone of Silence” for certain City purchases of goods and services. During the Cone of Silence, the following is prohibited: any communication regarding the proposal between a potential vendor, service provider, proposer, lobbyist, consultant or any other person or entity, and City and professional staff including, but not limited to, the City Manager and members of the City Commission.

Once a solicitation is released, the City’s ‘Cone of Silence’ policy will be in effect. All vendor questions and communication should be directed to Procurement.

ONLY THE FOLLOWING TYPES OF COMMUNICATION ARE PERMITTED DURING AN ACTIVE SOLICITATION:

- Formal responses to the solicitation
- Communications publicly made during official pre-bid or pre-proposal meetings
- Written requests for clarification within the question and answer period
- Communication during vendor presentations, interviews, site visits or the like deemed pertinent to the solicitation

15. Emergency Purchases

DEFINITION

Emergency: A situation or occurrence of a serious nature that could not have been foreseen where immediate action is necessary to safeguard the public's health and safety or to prevent further damage to City property. In the event of an emergency affecting the public health and safety, the Department Head and City Manager may authorize a vendor to perform necessary work, obtain goods or both to resolve such emergency without formal bid solicitation.

POLICY

City policy authorizes the City Manager to approve a waiver of competitive processes when the items needed are necessary to maintain a safe operational environment, the loss of which would create a situation that would adversely and unduly affect the safety, health or comfort of building occupants or otherwise cause loss to the City regardless of the expenditure amount.

PURCHASES MADE DURING NORMAL CITY BUSINESS HOURS

During normal City business hours, the requesting Department shall notify the City Manager and Chief Financial Officer of the emergency situation and shall provide the Chief Financial Officer with the following:

1. A written statement justifying the need (who, what, when, and where), and nature of the emergency
2. An authorization of the emergency expenditure and its estimated amount
3. The vendor recommended to receive the order; and
4. A purchase order entered and approved in the City's accounting system.

The written justification of the purchase shall be signed by the initiating Department Head; once approved by the City Manager, a purchase order shall be issued. As mentioned

earlier in this Manual, emergency purchases above \$50,000.00 must be ratified by the City Commission at the next possible public meeting.

PURCHASES MADE OUTSIDE NORMAL CITY BUSINESS HOURS

If a purchase must be made during other than normal business hours, the initiating Department Head shall contact the City Manager and request approval to proceed with the emergency purchase. The above-mentioned paperwork shall follow the approval of any such emergency purchase prior to the close of the next business day.

16. Sole/Single Source Purchases

DEFINITION

Sole Source Purchase: Purchases where there is only one supplier that provides the product or service. Usually these are unique products or services that cannot be found anywhere but only through one supplier, manufacturer, or contractor.

Single Source Purchase: Purchases from one selected supplier, even though there are other suppliers that provide similar products or services.

POLICY

Sole/single source purchases between \$5,000.01 and \$50,000.00 must be approved by the City Manager and Chief Financial Officer prior to issuance of a PO. The Procurement Division and the Finance Department have discretionary approval in determining whether the purchase requires a fifteen (15) business day sole/single source advertisement. Purchases of \$50,000.01 and above require advance City Commission approval by resolution.

In accordance with Florida Statute § 287.057(3)(c), goods or services meeting the applicable statutory monetary threshold amounts must be advertised for a period of at least fifteen (15) business days to allow the vendor community to review the requested goods/services to determine if a competitive environment exists for the procurement. Purchases shall require advance Commission approval by resolution.

GENERAL

There are various reasons why the City may from time to time use sole/single source purchases:

1. There is no other product or service available that can provide or perform equivalent functions comparable to the sole source product or service. For example: even though “Gatorade” is manufactured by only one company, there are numerous electrolyte replacement drinks that perform the equivalent function. Therefore, “Gatorade” is not considered a sole source.
2. Maintenance or repair calls by the Original Equipment Manufacturer (“OEM”). There are cases in which no one except the OEM is able to repair or maintain the

equipment, and the manufacturer does not have two or more agents to perform these services. There are also cases in which replacement or spare parts are available only from the OEM, and no other parts will work. This use may also be needed to avoid the voiding of a warranty

NOTE: an item that comes from a single manufacturer is not automatically a “sole source” item. Many manufacturers sell their products through distributors. Therefore, even if a purchase is identified as a valid “sole brand” or “sole manufacturer,” Departments shall verify whether the manufacturer has multiple distributors. If so, competition will be required.

Sole source purchases for the City are an exception and must be strictly controlled and carefully documented. For this reason, the Sole Source Certification must be completed and forwarded to Finance prior to purchase.

17. Vendor Relations

City staff shall conduct their dealings with vendors in a professional manner, promote equal opportunity, and demonstrate fairness, integrity, and courtesy in all vendor relations. When feasible to do so, vendors located within the City should be utilized for supplies, services, and equipment. However, good vendor relations must also be balanced with fair and equitable selection, the lack of which may lead to possible conflicts of interest or the appearance of a conflict.

VENDOR CONDUCT

It is important that vendors doing business with the City adhere to City, county, state and federal policies. Vendors may be prevented from doing business with the City when evidence of improper conduct exists. This includes, but is not limited to, fraud, collusion, and attempts to improperly influence bids, indictment of the bidder/contractor.

Vendors shall only accept official forms of payment from the City for purchases, such as a check, electronic payment, or a P-Card. Vendors should not accept a non-City form of payment (such as cash, personal check, or personal credit card).

VENDOR REGISTRATION

The vendor registration process is administered by the Finance Department. It is City policy that all vendors interested in doing business with the City must first register through the online portal prior to contacting/meeting with any elected official, department director or employee of the City.

The City reserves the right to request a detailed expenditure report from any vendor registered in the City’s financial system. Requested reports must be provided in a timely

manner. The City reserves the right to withhold vendor payments, inactivate vendor records in the City database, and prohibit vendors who or which do not abide by City policies from doing business with the City. If a business is located within the City, it must have an active business tax receipt.

VENDOR THRESHOLD LIMITATIONS

Expenditure or approval of funds from various City departments that may exceed a single annual (City fiscal year) vendor total amount of \$50,000.00 must be authorized in advance by the City Commission by resolution. Expenditures and contracts approved and executed in a prior fiscal year by the City Manager or City Commission are excluded from a current fiscal year \$50,000.00 threshold.

VENDOR PERFORMANCE

Upon completion of a transaction or contract term, the using department will complete a Vendor Performance review to rate the performance of the vendor(s) involved. The using department will transmit the completed performance review to Procurement. Procurement will compile the information and make it available in the vendor file. This information can be used as an evaluation tool for future recommendations.

LOCAL VENDOR PREFERENCE

For a vendor to receive preference in any bid or solicitation, they must meet the qualifications of a local Dania Beach vendor as outlined in the City's Local Preference Policy. Use of local preference in any bid or solicitation must also be clearly defined in the bid or solicitation document.

18. Suspension and Debarment

The City expects and requires that all vendors or contractors who seek to do business with any City department or agency act with certain ethical and professional standards.

The City reserves the right to suspend or debar any vendor or contractor doing business with the City for the causes listed below.

Causes for suspension or debarment include the following:

1. Conviction of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract;
2. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;

3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
4. Violation of city's contract provisions, which the City regards as non-responsibility by the contractor. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a city contract or to perform within the time limits provided in the city contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension;
5. Debarment or suspension of the person or entity by any federal, state, or other governmental entity;
6. Any other cause judged by the City Manager to be so serious and compelling as to affect the responsibility of the person or entity performing city contracts.

The vendor shall be entitled to a meeting or hearing prior to being suspended or debarred by the City. However, the City may waive these procedures, at its own discretion, if it believes that the actions of the vendor are so egregious as to merit immediate suspension or debarment.

In general, suspension or debarment of vendors shall follow the below procedures:

1. The City serves the vendor written notice of the issue that may result in the vendor being debarred or suspended.
2. The notice requests a written response from the vendor on the issues that gave rise to the possible suspension or debarment.
3. The City reviews the response from the vendor and schedules a suspension or debarment hearing. The suspension or debarment hearing shall be chaired by the City Manager or designee, and shall include the City Attorney, the Procurement Administrator, the Department Head, and any other person the City believes is necessary for the proceedings.

The City shall make a record of the suspension or debarment hearing, and upon conclusion of the proceedings, the City Manager shall provide a written determination to all participants of their decision. The City Manager's decision shall state whether the vendor is suspended or debarred and the effective date and length of time of the suspension or debarment.

If the City Manager determines that the vendor should not be suspended or debarred, the City Manager shall have the right to require certain corrective actions by the vendor by a prescribed date and time. The determination of the City Manager is final.

APPENDIX

PROCUREMENT ETHICS POLICY

The City of Dania Beach is committed to a procurement process which fosters fair and open competition, conducted under the highest ethical standards. First and foremost, the City's R.I.S.E. (Respect, Integrity, Standard of Excellence) culture is the overarching set of principles that governs the daily behavior of all City team members in their interactions with each other, City vendors, and the public at-large. All team members are introduced to the R.I.S.E. culture at the time of hire and these principles are reinforced continuously through formal training and other focused activities.

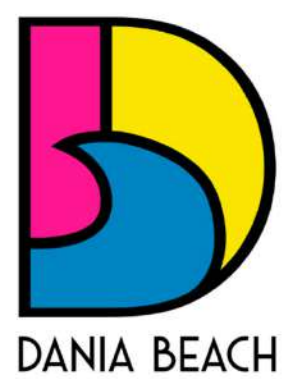
City management desires to align the R.I.S.E. principles with a cohesive set of procurement ethics standards, and as such, all City team members shall adhere to the following principles when conducting procurement/purchasing activities:

1. To act impartially and with the highest degree of integrity.
2. Provide for increased efficiency, economy, and flexibility in procurement activities and maximize to the purchasing power of the City.
3. Identify and mitigate conflicts of interest among personnel to ensure impartial decision-making.
4. Ensure that procurement processes are open, competitive, and accessible to all qualified suppliers.
5. Adhering to legal and regulatory requirements that govern public procurement.
6. Enhance proficiency by acquiring and maintaining technical knowledge and pursuing educational opportunities and professional growth.



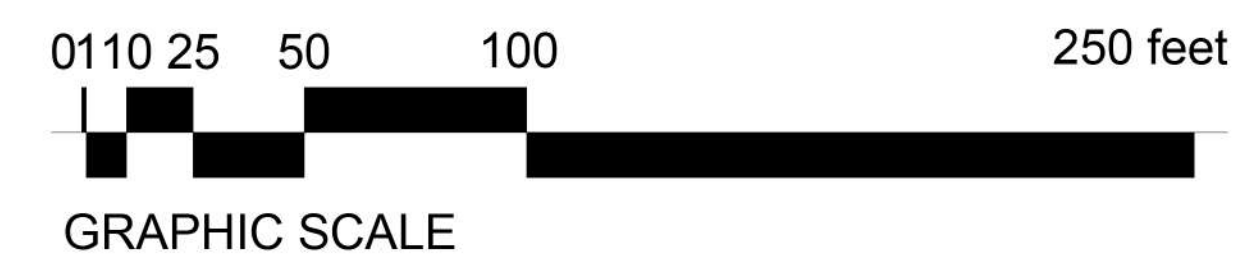
OLSEN MIDDLE SCHOOL PARK FEATURES

1. OLSEN MIDDLE SCHOOL
2. EXISTING MIDDLE SCHOOL PARKING LOT
3. RESURFACE EXISTING MIDDLE SCHOOL COURTS
4. NEW MIDDLE SCHOOL VOLLEYBALL COURT
5. COMMUNITY CENTER
6. PARKS DEPARTMENT OFFICE
7. PARK PUBLIC RESTROOMS
8. OFFICE + COMMUNITY CENTER PARKING
9. MULTI-PURPOSE SYNTHETIC TURF FIELD
10. 6-LANE / 400 METER RUBBER ATHLETICS TRACK
11. ONE TENNIS COURT FOR STUDENTS AND PUBLIC
12. TWO PUBLIC PICKLEBALL COURTS
13. ONE PUBLIC BASKETBALL COURT
14. PARK ENTRANCE PLAZA
15. 5 ROW ALUMINUM BLEACHERS WITH SHADE (54)
16. 5000 SF PLAYGROUND WITH SHADE
17. PAVED SEATING AREA
18. LARGE AND SMALL DOG PLAY AREAS
19. PARKING SPACES FOR PARK VISITORS (52)



OLSEN MIDDLE SCHOOL PARK

330 SE 11th Terrace
Dania Beach, Florida 33004



SCHEMATIC SITE PLAN
DRAWING: A1.01
05/02/2025

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2024-00000584	Active	H-ABATEMENT - Abatement Hearing	224 SW 11 AVE	DILLARD, JOSEPHINE G DILLARD, ALICIA Y	Alberto Chavarria
2024-00001125	Active	H-ABATEMENT - Abatement Hearing	326 SW 16 ST	16TH STREET REALTY LLC	Alberto Chavarria
2024-00001661	Active	H-EXTENSION - Extension Hearing	273 SW 15 ST	DRORA KURITZSKY LIV TR	Alberto Chavarria
2024-00001744	Active	H-EXTENSION - Extension Hearing	602 S FEDERAL HWY	DANIA BEACH COMMERCIAL PROPERTIES LLC	Alberto Chavarria
2025-00000264	Active	H-FIRST HEARING - First Hearing	334 SW 14 ST	REGISTERED AGENTS INC	Alberto Chavarria
2025-00000284	Active	H-FIRST HEARING - First Hearing	60 SW 15 ST	FEDOTOV, MAX	Alberto Chavarria
2015-00001204	Active	H-ABATEMENT - Abatement Hearing	227 NW 8 AVE	Berthum & Carolyn Knight C/O REBIBO OSHER	Anson Westberry
2022-00001479	Active	H-ABATEMENT - Abatement Hearing	11 N FEDERAL HWY	AKIBA, CHARLES & AKIBA, ANN FRANCINE	Anson Westberry
2023-00001050	Active	H-ABATEMENT - Abatement Hearing	45 S FEDERAL HWY	KODNER GALLERIES INC	Anson Westberry
2023-00001529	Active	H-ABATEMENT - Abatement Hearing	122-132 SW 3 AVE	KC FOODSERVICE LLC	Anson Westberry
2024-00000653	Active	H-EXTENSION - Extension Hearing	208 SE 4 TER	YULIA BASOVA & LUIS INFANTE	Anson Westberry
2024-00000676	Active	H-ABATEMENT - Abatement Hearing	122-132 SW 3 AVE	KC FOODSERVICE LLC	Anson Westberry
2024-00000677	Active	H-EXTENSION - Extension Hearing	111 SW 1 CT	FIRST DANIA BEACH LLC	Anson Westberry
2024-00000916	Active	H-FIRST HEARING - First Hearing	490 TAYLOR LN	MARINEMAX YACHTS LLC	Anson Westberry

Special Magistrate Agenda

2024-00000919	Active	H-FIRST HEARING - First Hearing	490 TAYLOR LN	MARINEMAX YACHTS LLC	Anson Westberry
2024-00000925	Active	H-FIRST HEARING - First Hearing	490 TAYLOR LN	MARINEMAX YACHTS LLC	Anson Westberry
2024-00000947	Active	H-FIRST HEARING - First Hearing	2150 NE 7 AVE #EV	HERTZ REALTY CORP ATTN: TAX DEPT	Anson Westberry
2024-00001487	Active	H-EXTENSION - Extension Hearing	463 SE 11 TER	ROBLES SAMUEL & SELANIKIO RAQUEL	Anson Westberry
2024-00001571	Active	H-ABATEMENT - Abatement Hearing	227 NW 8 AVE	REBIBO, OSHER	Anson Westberry
2024-00001597	Active	H-EXTENSION - Extension Hearing	302 LEWIS LN	HIDDEN OASIS VILLAS & MARINA LLC	Anson Westberry
2024-00001853	Active	H-RECURRING - Recurring Hearing	SW 2 AVE	KC FOODSERVICE LLC	Anson Westberry
2025-00000097	Active	H-FIRST HEARING - First Hearing	221 SE 3 TER	GODOY, ANGELA	Anson Westberry
2025-00000254	Active	H-FIRST HEARING - First Hearing	39 SE 7 ST	DANIA39 LLC	Anson Westberry
2025-00000256	Active	H-FIRST HEARING - First Hearing	22 SW 6 AVE	GPW LITTLE HAVANA LLC	Luciano Nibbs
2025-00000298	Active	H-FIRST HEARING - First Hearing	129 NW 4 AVE	NEW BHNV DANIA COMMERCIAL LLC	Luciano Nibbs
2025-00000345	Active	H-FIRST HEARING - First Hearing	806 NW 1 ST	AMERICAN LEGION, #209	Luciano Nibbs
2023-00000841	Active	H-ABATEMENT - Abatement Hearing	11 N FEDERAL HWY	AKIBA CHARLES & AKIBA ANN FRANCINE	Michelle Shahryar
2023-00001248	Active	H-CONFIRMATION - Confirmation Hearing	414 PHIPPEN RD	SAP RE HOLDINGS LLC	Michelle Shahryar

Special Magistrate Agenda

2024-00000906	Active	H-FIRST HEARING - First Hearing	4100 RAVENSWOOD RD	RICHARD L BULOW REV TR BULOW,RICHARD L TRSTEE	Michelle Shahryar
2024-00001046	Active	H-EXTENSION - Extension Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOUR LLC	Michelle Shahryar
2024-00001051	Active	H-EXTENSION - Extension Hearing	SW 34 TER	GRIFFIN HARBOUR LLC	Michelle Shahryar
2024-00001508	Active	H-EXTENSION - Extension Hearing	3221 RAVENSWOOD RD	BRIN PROPERTIES LLC	Michelle Shahryar
2024-00001509	Active	H-EXTENSION - Extension Hearing	RAVENSWOOD RD	BRIN PROPERTIES LLC	Michelle Shahryar
2024-00001852	Active	H-FIRST HEARING - First Hearing	4111 RAVENSWOOD RD	POINTER FAM REV LIV TR POINTER DEAN A TRS	Michelle Shahryar
2024-00001954	Active	H-FIRST HEARING - First Hearing	3463 GRIFFIN RD C LOT	GRIFFIN HARBOR LLC	Michelle Shahryar
2025-00000128	Active	H-RECURRING - Recurring Hearing	SW 34 TER	GRIFFIN HARBOR LLC	Michelle Shahryar
2025-00000129	Active	H-FIRST HEARING - First Hearing	SW 26 TER	BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS	Michelle Shahryar
2025-00000134	Active	H-FIRST HEARING - First Hearing	SW 36 ST	IMX AEROSPACE LLC	Michelle Shahryar
2025-00000426	Active	H-FIRST HEARING - First Hearing	2296 W STATE RD 84	AMERICAN RECOVERY SPECIALISTS OF FT LAUDERDALE INC	Michelle Shahryar
2018-00000868	Active	H-ABATEMENT - Abatement Hearing	44 SE 7 ST	GINA MIENTES	Ricky Ali
2019-00000048	Active	H-ABATEMENT - Abatement Hearing	11 N FEDERAL HWY	CHARLES & ANN FRANCINE AKIBA	Ricky Ali

Special Magistrate Agenda

2023-00001061	Active	H-EXTENSION - Extension Hearing	5169 SW 28 AVE	WRIGHT, SHALEIGHA	Ricky Ali
2025-00000105	Active	H-FIRST HEARING - First Hearing	5385 SW 40 AVE 103	HAFIZOV, ASHER	Ricky Ali
2025-00000322	Active	H-FIRST HEARING - First Hearing	4164 SW 52 ST	GARZA, RUBEN	Ricky Ali
2024-00000511	Active	H-EXTENSION - Extension Hearing	2879 SW 58 ST	SOTO SANDOVAL, BESSY CAROLINA	Windy Damis
2024-00000752	Active	H-EXTENSION - Extension Hearing	2301 STIRLING RD	BRE JUPITER SOUTHEAST FL LLC	Windy Damis
2024-00001606	Active	H-EXTENSION - Extension Hearing	2501 SW 58 MNR	TWO POINT PROPERTIES LLC	Windy Damis
2024-00001690	Active	H-EXTENSION - Extension Hearing	2874 SW 58 CT	YAHEZKEL SALMAN	Windy Damis
2024-00001725	Active	H-EXTENSION - Extension Hearing	4919 SW 28 AVE	MIRACLE 55 LLC	Windy Damis
2024-00001770	Active	H-EXTENSION - Extension Hearing	2730 SW 53 ST	SMITH TROY P & SMITH SHELLIE R	Windy Damis
2025-00000154	Active	H-FIRST HEARING - First Hearing	2750 GRIFFIN RD	2750 GRIFFIN HOLDINGS LLLP	Windy Damis
2025-00000193	Active	H-FIRST HEARING - First Hearing	2148 SW 52 ST	IES BERNAL MORALES	Windy Damis
2025-00000195	Active	H-FIRST HEARING - First Hearing	4937 SW 28 AVE	SNI PROPERTIES LLC	Windy Damis
2025-00000202	Active	H-FIRST HEARING - First Hearing	5501 SW 24 AVE	AZULAY, ROY	Windy Damis
2025-00000215	Active	H-FIRST HEARING - First Hearing	4940 SW 28 AVE	AHEAD OF COMPETITION LLC	Windy Damis



City of Dania Beach
100 WEST DANIA BEACH BLVD
DANIA BEACH, FLORIDA 33004
May 15, 2025

Special Magistrate Agenda

2025-00000231	Active	H-FIRST HEARING - First Hearing	2220 SW 51 PL	DLHA LLC	Windy Damis
2025-00000351	Active	H-FIRST HEARING - First Hearing	5512 LAGOON DR	LOUISE VELO	Windy Damis
2025-00000362	Active	H-FIRST HEARING - First Hearing	3210 ROYAL PALM CT	GARNEAU, MARTIN GARNEAU, MELISSA	Windy Damis



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 8, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 28th Annual Plywood Regatta- Special Event Application - Parks and Recreation

There was consensus to approve the application.

3.2 Presentation by the Historical Society for Use of the Nyberg Swanson House

Joanna Granett provided a PowerPoint presentation on behalf of the Dania Beach Historical Society for the use of the Nyberg Swanson House as a public museum and archival research center.

3.3 Request for Proclamation Approval - Frontline Workers Appreciation Month - May 2025 - Sponsored by Mayor Davis

There was consensus to approve the proclamation.

3.4 Year 51 CDBG Application Presentation - Public Services

Deputy Director of Public Services Sean Schutten provided a PowerPoint presentation on the Year 51 CDBG Application.

Mayor Davis asked if there was anyone present from the public with questions or comments wishing to speak and there were none.

4. PROCLAMATIONS

4.1 Esophageal Cancer Awareness Month - April 2025 - Sponsored by Commissioner Rimoli

Commissioner Rimoli read the proclamation into the record.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

Deputy City Manager Sosa-Cruz presented the administrative report and touched on the following topics:

- BSO SkyWatch Towers
- Commendation of Beach Rangers
- Commendation to BSO team, Captain Tarala, Lieutenant Romano and Homeless Outreach Deputy Reyes for organizing a sock drive for the homeless
- Southeast Drainage Project
- Woman's Club historical restoration
- Design of Ocean Park restroom
- Search for grants to minimize financial burdens on residents

5.2 City Attorney

City Attorney Boutsis provided an update on the Monarch Hill Landfill litigation. She will be asking the Commission at the next meeting how they wish to proceed.

5.3 City Clerk - Reminders

City Clerk Riera provided the Commission with the quarterly attendance report for the advisory boards and reminded the Commission of the following upcoming meetings:

- April 22, 2025 City Commission Meeting – 7 p.m.
- May 13, 2025 CRA Board Meeting – 6 p.m.
- May 13, 2025 City Commission Meeting – 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala thanked Deputy City Manager Sosa-Cruz for recognizing his team. He reported on recent criminal activity in the city and spoke about the autism event that his team held at Frost Park and gave an update on Spring Break and the ongoing operational plan at Dania Pointe.

Fire Chief Pellecer said his Life Safety Educators also participated in an autism event at Dania Pointe for Autism Acceptance month. He spoke about a video series on YouTube that plays on their department TV for continuous quality improvement and provided an update on monthly call volumes and inspections.

7. CITIZENS' COMMENTS

The following spoke under citizens' comments:

- Daphne Henry – 1201 NW 2nd Street
- Linda Wilson – 1547 Adams Street, Hollywood, FL

8. CONSENT AGENDA

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

8.1 Minutes: March 11, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY'S APPLICATION FOR THE 51ST YEAR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PROGRAM IN THE AMOUNT OF ONE HUNDRED SEVENTY-SEVEN THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$177,575.00), TO PROVIDE FUNDING FOR OASIS NEIGHBORHOOD IMPROVEMENTS IN CDBG ELIGIBLE AREAS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.*(Public Services)*

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE ASSIGNMENT OF MANAGEMENT CONSULTING SERVICES AGREEMENT RELATING TO THE AMERICAN RESCUE PLAN (ARPA) FUNDS, BETWEEN THE CITY OF DANIA BEACH AND GOVERNMENT SERVICES GROUP (GSG), OPERATING AS ANSER ADVISORY LLC, TO ACCENTURE A LIMITED LIABILITY PARTNERSHIP AUTHORIZED TO DO BUSINESS IN THE STATE OF

FLORIDA; AND AUTHORIZING A ONE-TIME, TWO-YEAR EXTENSION OF THE UNDERLYING AGREEMENT WITH SERVICES TO BE RENDERED BY ACCENTURE; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Finance)

Approved under consent agenda.

8.5 Request for Use of Discretionary Funds to Support the City of Dania Beach National Day of Prayer - May 1, 2025, I. T. Parker Center - *Sponsored by Mayor Davis*

Approved under consent agenda.

8.6 Approval for Use of City Logo:

- Area Agency on Aging of Broward County - Parks and Recreation Partnered Program for City of Dania Beach Seniors

Approved under consent agenda.

8.7 Request for Use of Discretionary Funds to Support the City of Dania Beach Arbor Day Tree Giveaway - April 24, 2025 - Fronton Blvd - *Sponsored by City Commission*

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF BID NO. 25-003 "LIGHT POLE BANNER PRODUCTION AND INSTALLATION" TO AAA FLAG AND BANNERS MFG, PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.
(Public Services)

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

Director of Public Services Fernando Rodriguez introduced the item.

Mayor Davis requested clarification on this and the CGI program that the Commission approved and how these would work together, and Director of Public Services Fernando Rodriguez responded that he spoke with CGI last week and confirmed that the banner program is a sponsorship program. They can provide 25 banners free of charge, they design the banners, and they cannot be placed on state or county roads. He said they would work with them on what type advertising will go on the banners.

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

10. QUASI-JUDICIAL HEARINGS

None.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF CITY FUNDS EXCEEDING ONE MILLION DOLLARS (\$1,000,000.00), TO FUND SOUTHWEST 34TH TERRACE DRAINAGE PROJECT; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

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

Director of Public Services Fernando Rodriguez introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

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

12.2 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED THE "LAND DEVELOPMENT CODE" (LDC); TO PROVIDE CERTAIN TECHNICAL UPDATES, CLARIFICATIONS, AND LANGUAGE CLEANUP TO THE CODE RELATING TO GREEN BUILDING PROCEDURES, OFF-STREET PARKING, LANDSCAPING REQUIREMENTS IN THE CRA ZONING DISTRICT, PLANNED SMALL LOT MIXED-USE DEVELOPMENT DISTRICT (PMUD-SL); SIGNAGE REGULATIONS, DEFINITIONS AND TERM USAGE WITHIN THE NONCONFORMING USES, STRUCTURES, AND LOTS PROVISIONS OF THE CODE; AND CONCURRENCY REGULATIONS RELATING TO STORMWATER DRAINAGE LEVEL OF SERVICE STANDARDS; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

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

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there was none.

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

13. DISCUSSION AND POSSIBLE ACTION

13.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE DANIA BEACH, FLORIDA, PERTAINING TO RESOLUTION 2024-79, WHICH MODIFIED RESOLUTION 28-85, AND PRESCRIBES RULES OF PROCEDURE FOR CITY COMMISSION MEETINGS; AMENDING THE RULES TO INCLUDE REQUIREMENTS FOR PROVIDING BACK UP INFORMATION ON ALL ITEMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Lewellen)*

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

Commissioner Lewellen introduced the item and commented that this was the item she brought forward at the last meeting, and she is bringing it forward formally for approval tonight.

Vice Mayor Salvino made a motion to approve the item. The motion was seconded by Commissioner Rimoli which carried 4-1 with Commissioner Lewellen, Commissioner Rimoli, and Commissioner Ryan voting yes and Mayor Davis voting no.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen gave her condolences to the James family. She mentioned she briefly spoke to City Manager Garcia today who is presently in Boston with the Greater Fort Lauderdale Alliance and that it sounds like she will be bringing back a lot of good information. She commended Deputy City Manager Sosa-Cruz on his new role as Executive Director of the CRA and said things are moving forward without a hitch

15.2 Commissioner Rimoli

Commissioner Rimoli spoke about the Lucky Fish ribbon cutting and encouraged everyone to visit. He spoke about the Senior Club and said they are breaking records; the attendance is amazing and the board is doing an excellent job recruiting and keeping members. He thanked Deputy City Manager Sosa-Cruz and his staff for re-doing the road on Southeast 5th Avenue and thanked him for his out of the box thinking when a resident requested to extend the sidewalk on Southeast 10th Street. He said they came up with a brilliant idea and it looks amazing, however, they are requesting to stripe it, if that is something they can take into consideration. He extended his condolences to the entire James family.

15.3 Commissioner Ryan

Commissioner Ryan sends his condolences to the Funchess and James family. He commented that he may not be able to attend the next meeting in person and requested permission to attend by telephone if necessary. There was Commission consensus for him to attend the next meeting by telephone if necessary. He spoke about the A.C. Frost house and said the owner got approval for a demolition permit from the City. The City was in negotiations with the seller, and they did not reach an agreement. He may be bringing an item forward at the next meeting to move forward with the purchase of the property.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino had no comments and wished everyone a good night.

15.5 Mayor Davis

Mayor Davis thanked Commissioner Ryan for attending the Realtors Association on her behalf, she appreciated him showing up for her and the city. She spoke about attending the South Florida Film Festival at Mad Arts and said she did not know about the many films and television shows filmed in the city. Dania Beach has been deemed a film friendly city, and she was able to make a lot more relationships and try to encourage people to come down to Dania Beach. She said she too attended the 3rd Annual Dan Marino Autism Acceptance Family Fun Sunday, and it was a great family friendly event. She wished everyone a Happy Easter and a great evening.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 8:22 p.m.

ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, APRIL 22, 2025 - 7:00 P.M.

1. CALL TO ORDER/ROLL CALL

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

Present:

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

3.1 Presentation by Broward County Animal Care on "Tags for Life"

Director of Broward County Animal Care Doug Brightwell provided information on the new rabies vaccination regulations and pricing in hopes to spread the word throughout the community.

**3.2 Request for Proclamation Approval - Mental Health Awareness Month - May 2025 -
*Sponsored by Mayor Davis***

Consensus to approve the proclamation request.

4. PROCLAMATIONS

4.1 Frontline Worker Appreciation Month - May 2025 - *Sponsored by Mayor Davis*

Commissioner Rimoli read the proclamation.

5. ADMINISTRATIVE REPORTS

5.1 City Manager

City Manager Garcia presented her administrative report and touched on the following topics:

- Newsletters going out this week
- Strategic Master Plan
- Introduction of Risk Manager, Wayne Fletcher
- Greater Fort Lauderdale Alliance
- Parks & Recreation Special Events Department
- Meeting with Baldwin English of FPL
- Meeting with Broward Sheriff's Office regarding retention of deputies

5.2 City Attorney

- Discussion relating to FS. 164 alternative dispute resolution process Coconut Creek and Deerfield Beach litigation against Broward County regarding Monarch Hill solid waste

City Attorney Boutsis reported on the pending lawsuit and commented that there is only one other city that has joined the lawsuit, and all other cities have declined to get involved.

There was Commission consensus to stay out of the lawsuit.

- Memorial Tree and Plaque for Tom Ansbro

City Attorney Boutsis commented that she will be commemorating prior city attorney Tom Ansboro with a memorial tree and plaque and will keep everyone informed of the event date.

5.3 City Clerk - Reminders

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

- May 13, 2025 CRA Board Meeting - 6 p.m.
- May 13, 2025 City Commission Meeting - 7 p.m.
- May 27, 2025 City Commission Meeting - 7 p.m.

6. PUBLIC SAFETY REPORTS

Captain Tarala reported on recent criminal activity in the city and spoke about proactive area checks within the city. He noted the spring break season has officially come to an end and there were zero incidents of violence at the beach and Dania Pointe. He commended his staff and

noted there were zero incidents this past weekend at any of the Jewish facilities or churches throughout the city for Passover and Easter.

Fire Chief Pellecer spoke about the TurboDraft, a new piece of fire equipment to assist with fighting fires when a fire hydrant is too far away. He spoke about participating in the Earth Day Beach Cleanup and said it was the best in 5 years. He said the final review of the City Emergency Plan will be completed this week so that it may be implemented by May 1st. He noted that he is preparing for the Third Annual September 11th Commemoration Ceremony and ensures it will be the best yet.

7. CITIZENS' COMMENTS

There were no citizens comments.

8. CONSENT AGENDA

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

8.1 Minutes: March 31, 2025 City Commission Meeting

Approved under consent agenda.

8.2 Travel Requests: None.

8.3 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DESIGN AND FUNDING FOR THE SERVICE CLUB SIGN TO BE LOCATED ON THE SOUTH SIDE OF DANIA BEACH BLVD., BETWEEN NW 1ST AVE. AND SW 3RD AVE., WHICH SIGN SHALL COST FOURTEEN THOUSAND FIVE HUNDRED AND SIXTY-EIGHT DOLLARS AND SEVENTY-TWO CENTS (\$14,568.72); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE
(Commissioner Ryan/Parks & Recreation)

Approved under consent agenda.

8.4 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE DESIGN AND FUNDING FOR THE SERVICE CLUB SIGN TO BE LOCATED ON THE SOUTH SIDE OF DANIA BEACH BLVD., BETWEEN NW 1ST AVE. AND SW 3RD AVE., WHICH SIGN SHALL COST FOURTEEN THOUSAND FIVE HUNDRED AND SIXTY-EIGHT DOLLARS AND SEVENTY-TWO CENTS (\$14,568.72); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE
(Commissioner Ryan/Parks & Recreation)

Approved under consent agenda.

8.5 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ESTABLISHING ITS INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION, RENOVATION, AND EQUIPPING OF CERTAIN CAPITAL PROJECTS BY THE CITY, AS MORE FULLY DESCRIBED HEREIN, WITH PROCEEDS OF A FUTURE TAX-EXEMPT FINANCING; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. *(Finance)*

Approved under consent agenda.

8.6 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH AAA FLAG AND BANNERS MFG FOR LIGHT POLE BANNER PRODUCTION AND INSTALLATION AND TO EXCEED THE \$50,000.00 (FIFTY THOUSAND DOLLAR) SINGLE VENDOR ANNUAL THRESHOLD FOR THE DURATION OF THE CONTRACT PERIOD; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.7 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RETROACTIVE SECOND RENEWAL OF EMERGENCY DEBRIS REMOVAL AND DISPOSAL SERVICES CONTRACTS FOR PRIMARY, SECONDARY AND TERTIARY SERVICES WITH BERGERON EMERGENCY SERVICES, CUSTOM TREE CARE, INC. AND KDF ENTERPRICES, LLC, RESPECTIVELY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

Approved under consent agenda.

8.8 RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT (“ILA”) FOR OPTIONAL SERVICES WITH BROWARD COUNTY RELATING TO SERVICES FOR THE NATURESCAPE IRRIGATION SERVICE AND RESIDENTIAL IRRIGATION REBATE PROGRAMS AUTHORIZING BROWARD COUNTY TO CONDUCT SPECIFIC TECHNICAL ACTIVITIES REQUIRED AS PART OF LANDSCAPE AND IRRIGATION SYSTEM EVALUATIONS IN AN AMOUNT NOT-TO-EXCEED SEVENTY-FIVE THOUSAND ONE-HUNDRED FIFTY-SEVEN DOLLARS AND TWENTY CENTS (\$75,157.20) OVER THE NEXT FIVE-AND-ONE-HALF YEARS (5.5);

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

Approved under consent agenda.

8.9 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR THE NAUTILUS ISLE OUTFALL PENETRATION SERVICES IN THE AMOUNT OF EIGHTY-SIX THOUSAND TWO HUNDRED FORTY-FIVE DOLLARS(\$86,245.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

8.10 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO AUTHORIZE PROFESSIONAL ENGINEERING DESIGN SERVICES PROVIDED BY KIMLEY-HORN AND ASSOCIATES, INC (KHA) FOR STREETSCAPE BEAUTIFICATION PROJECT ON NW 1ST STREET, FROM BRYAN ROAD TO STATE ROAD 5/US 1, IN THE AMOUNT OF FOUR HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS AND FORTY-SIX CENTS (\$428,288.46); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Public Services)

Approved under consent agenda.

9. BIDS AND REQUESTS FOR PROPOSALS

9.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RANKING OF CONSULTING FIRMS THAT RESPONDED TO REQUEST FOR QUALIFICATIONS (“RFQ”) NO. 25-004 ENTITLED “RESILIENCY PLAN (RE-ISSUED)”, AND SELECTING CHEN MOORE & ASSOCIATES, INC. AS THE FIRST RANKED FIRM PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (Community Development)

City Attorney Boutsis read the title of the resolution.

Deputy Director of Community Development Corinne Lajoie introduced the item.

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

10. QUASI-JUDICIAL HEARINGS

10.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-016-22), SPECIAL EXCEPTION (SE-017-22), DESIGN VARIATIONS (OT-055-23, OT-057-23), AND TWO VARIANCES (VA-054-23 AND VA-020-24) SUBMITTED BY THE OWNER 380 DANIA PLAZA LLC FOR THE PROPERTY GENERALLY LOCATED AT 380 S. FEDERAL HIGHWAY, IN THE CITY OF DANIA BEACH, PROVIDING FOR CONDITIONS; CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*Community Development*)

City Attorney Boutsis read the title of the resolution and swore in anyone wishing to speak on the item. She also asked for disclosures from the Commission and Mayor Davis disclosed that she attended a public meeting but can remain impartial. Vice Mayor Salvino spoke with the developer by phone and received emails. Commissioner Lewellen spoke with the developer and residents and can remain impartial, Commissioner Rimoli spoke with the developer and residents and can remain impartial, Commissioner Ryan spoke with the developer and residents and can remain impartial.

Planning and Zoning Manager Viviana Batista introduced the item.

Patrick Soares, architect for the project thanked the staff for the presentation and thanked the community for their engagement. He spoke about the effort put into the project and the type of architecture his firm produces.

Sasi Haham owner of 380 S. Federal Highway spoke about the project.

Mayor Davis asked for anyone wishing to speak on the item and the following spoke:

- Bruno Morin – 362 SW 1st Avenue
- Robert Sims – 32 SW 4th Street
- Ted Kay – 355 SW 2nd Avenue
- Irwin Bak – Royal Palm Gardens Condominiums
- Unintelligible – 2637 E. Atlantic Blvd. Pompano Beach
- Margaret Rust – 34 SW 6th Street
- Caleb Boatman – 500 NE 2nd Street
- Solomon Kaim – 340 SE 3rd Street

Public comment was closed at this time.

Vice Mayor Salvino said the buildings along US1 that are six stories were allowed because this ordinance was designed long before any of the current Commission. This Commission has stepped up and stopped the higher buildings, but the developer applied for the permit and incentives prior to changing the ordinance and if the city did not allow them to continue the city could be sued for the price of the property and that could fend to the taxpayers and back. There are rules that the Commission must follow. He does not like the exit and entrance on 4th street and feels it should be on US1 like the other hotels. He does agree that the city will need to figure

out where the construction workers are going to park and be shuttled in and not involve the neighborhood.

Deputy Director of Community Development Corinne Lajoie addressed the issues raised with parking, the entrance of the hotel and the parking for the construction workers.

Commissioner Rimoli emphasized the parking situation and said they have been monitoring the hotels in the downtown area, and they are not utilizing the parking as expected. He is comfortable that this will not create a traffic nightmare in neighborhoods, but it can be addressed if it happens. He is concerned about the franchise tag and who they are going to put on the franchise flag for this hotel.

Commissioner Lewellen noted that a lot of what she was going to say was already said by Vice Mayor Salvino and Commissioner Rimoli. She does want to point out that as with any other project in the city, there is always a staging area for employees, and the City does make sure they are following the rules. There are times that they do have to request special permits to go beyond those times, it does not last forever but it does happen. She spoke on the issues of appearance, crime factors and homelessness across US1.

Commissioner Ryan said he spoke to City Manager Garcia about this previously and north of Stirling Road is meant for hotels, south of Stirling is residential, a six-story hotel is not the answer and is not going to be saving the neighborhood. It is too close to a residential area. The city has an ordinance for parking; he would like to see the city work on something like what other cities are doing by eliminating parking altogether. It is good to see improvement in the neighborhood but at what cost.

Mayor Davis thanked her colleagues for the in-depth analysis of the project. She does believe having the input of residents is her number one concern. She did listen to the privacy concerns, and it does concern her that this would be the only six story building on that entire block and she is concerned about aesthetics. She is concerned with the look and the balance. She asked Deputy Director Lajoie to speak on those matters.

Deputy Director Lajoie noted that because the incentives have been removed, no other project will now be able to gain the incentives to get to that height. However, both the AMO training facility and the Union building are at higher building heights.

Vice Mayor Salvino commented it will be the tallest building out there, but he thinks it will be like any other horizon of buildings.

Mayor Davis asked City Attorney Boutsis to speak to the liability of the city on this issue and City Attorney Boutsis responded that there are land development regulations that the city has to adhere to and if the city does not, there is a chance that the city could be sued. The city has to make sure there is a record supported by competent substantial evidence in support of the application.

Commissioner Rimoli said the commission should look at the architecture at the building, it does not look like a six-floor building because of the way the architecture is designed, and this is the

class they are trying to bring to the city. This is a sustainable building which is an important factor.

Commissioner Lewellen made a motion to approve the item. The motion was seconded by Vice Mayor Salvino which carried 3-2 on roll call vote with Commissioner Lewellen, Commissioner Rimoli and Vice Mayor Salvino voting yes and Commissioner Ryan and Mayor Davis voting no.

11. FIRST READING ORDINANCES

None.

12. SECOND READING ORDINANCES

12.1 ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, OF THE "LAND DEVELOPMENT CODE", OF THE CITY'S CODE OF ORDINANCES BY AMENDING ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS", AT SECTION 105-160, ENTITLED "ACCESSORY BUILDINGS AND STRUCTURES", CREATING SECTION 105-260, ENTITLED "ACCESSORY DWELLING UNITS"; AMENDING ARTICLE 725, ENTITLED "DEFINITIONS" AT SECTION 725-30, ENTITLED "TERMS DEFINED"; AMENDING ARTICLE 230, ENTITLED "SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS," AT SECTION 230-50, ENTITLED "MAXIMUM ALLOWABLE FLOOR AREA FOR ACCESSORY BUILDINGS AND STRUCTURES IN THE E-1, RS-18000, RES-12000, RS-8000, NBHD-RES, RMH, AND RD-8000 DISTRICTS"; AND AMENDING SECTION 230-40, ENTITLED "MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS" IN ORDER TO DEFINE "ACCESSORY DWELLING UNITS", AND TO CREATE REGULATIONS AND DESIGN GUIDELINES FOR ACCESSORY DWELLING UNITS; PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.
(Community Development)

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

Deputy Director of Community Development Corinne Lajoie introduced the item.

Mayor Davis asked for anyone wishing to speak on the item and there were none.

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

13. DISCUSSION AND POSSIBLE ACTION

13.1 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DANIA BEACH AND LAWRENCE BARRY BROWN, FOR THE PURCHASE OF THE PARCEL KNOWN AS THE “M.C. FROST HOME”, LOCATED AT 400 SOUTH FEDERAL HIGHWAY, DANIA BEACH, FLORIDA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(City Manager/City Attorney)*

City Attorney Boutsis read the title of the resolution and introduced the item.

City Manager Garcia commented that this is very exciting for City Attorney Boutsis and herself as when they worked for the City of Palmetto Bay they were able to invest in a historic property and turn it around. It is now a shining star for the Village of Parks in Palmetto Bay. They can see beyond what exists now and what could be there, and it is a great opportunity.

City Attorney Boutsis noted that Commissioner Ryan was involved tremendously in contacting the property owner and the owner was looking to sell it for more than the appraised value but because it is for the City they are willing to sell it at this price.

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

13.2 RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING THE CITY COMMISSION A SPENDING POLICY AND PROCEDURE FOR BUDGETED EVENTS OUTSIDE OF COMMUNITY GRANTS OR DISCRETIONARY FUNDS POLICIES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Commissioner Lewellen)*

City Attorney Boutsis read the title of the resolution and introduced the item.

Commissioner Lewellen said the economy is going through turbulent times and the city needs to ensure we are getting a return on investment. Events have been held where the city is the only sponsor, there are organizations that might not exist if it were not for the money the city is putting into them, and there are scholarships going out for people who are not residents of Dania Beach. There are many scenarios where the city can save money and save on expenses. The city needs to ensure everyone is accountable in every department and every aspect of how money is spent, including the Commission.

Commissioner Ryan thanked Commissioner Lewellen for bringing this forward and asked for clarification if the event had to be inside the city and said sometimes there are events that are not in Dania Beach because we do not have that facility.

City Attorney Boutsis responded that this is not regarding discretionary funds, the idea was to keep it focused for Dania Beach residents as much as possible.

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

13.3 Follow-Up Discussion Regarding the Broward County Aviation Department's Airport Noise Abatement Committee - *City Clerk*

City Clerk Riera updated the Commission on the committee requirements and interested members from the prior Airport Advisory Committee. The Commission agreed to continue to search for interested residents for site locations 2, 4 and 5.

14. APPOINTMENTS

None.

15. COMMISSION COMMENTS

15.1 Commissioner Lewellen

Commissioner Lewellen thanked the Commission for supporting item 13.2. She commented that the city has been very busy, and she has visited the beach and Lucky Fish many times. She is receiving very good feedback from people, in particular Lucky Fish management. Their numbers have been much higher than expected and they are close to rivaling their Pompano Beach location. The Easter egg hunt was incredible. It was huge and well attended, this goes to show more people want to spend more time in our city. She said she saw in the Sun Sentinel the list community events and 1/3 of the events were in Dania Beach.

15.2 Commissioner Rimoli

Commissioner Rimoli echoed everything Commissioner Lewellen said. He is always proud and impressed with city staff for what they do each and every day; especially with the events that take place. The events are always flawless and done with a smile. He commented that the Easter egg hunt was great, and the beach clean-up was awesome. He had a lot of fun at the Easter egg hunt and commented that he spoke to many visitors and many of them were from different cities. He said they could have gone anywhere but they came to Dania Beach.

City Manager Garcia commented that when she first came to the city in 2019, there was one Certified Parks and Recreation Professional. The city now has 5 Certified Parks and Recreation Professionals, and it is making a huge difference.

15.3 Commissioner Ryan

Commissioner Ryan wished everyone a happy Earth Day and said yesterday's event was a great turn out and Mayor Davis works hard for that event. He noted he will not be here but looks forward to watching the Commission do the ribbon cutting for Mullikin Park.

15.4 Vice-Mayor Salvino

Vice Mayor Salvino said there is nothing left to say and thanked the Commission for all they talked about for the city.

15.5 Mayor Davis

Mayor Davis said she is so excited about all that has been going on and spoke about the African American Mayor's Conference in Washington D.C. She thanks everyone for supporting her ambitions to travel and bring back resources to the city. She commented that she cannot wait for the Mullikin Park ribbon cutting ceremony because the parks master plan is rocking and rolling and the city is doing great. She spoke about the Easter egg hunt and said she has never seen such a great turnout; the energy and people coming from all over other cities. She commented that it was hard to find parking at Frost Park and maybe that is something that can be worked on. She said she would be remised if she didn't mention the Earth Day team that she has been working with for the last 5 years; this has been the most amazing Earth Day event since she started. She said it is a group project and she thanked Deputy City Manager Sosa-Cruz and Maxine Singh. She wished everyone a happy Earth Day.

16. ADJOURNMENT

Mayor Davis adjourned the meeting at 8:59 p.m.

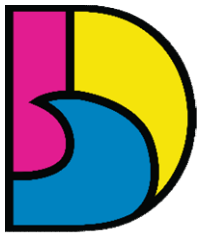
ATTEST:

CITY OF DANIA BEACH

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

Approved:



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

**City of Dania Beach
City Commission Discretionary Funds
Use Request Form**

Recipient: Olsen Middle School Request Date: 4.16.25 Agenda Date: 5.13.25

Request Sponsor: Mayor Joyce L. Davis Request Amount: \$3000

Brief description of Recipient's mission/commitment to the City of Dania Beach:

Olsen Middle School provides a high-quality student centered education to Dania Beach residents. The school maintains a strong partnership with the City of Dania Beach and is committed to cultivating the next generation of community leaders.

Description of how the funds will be used/deliverables:

The requested contribution of \$3000 from discretionary funds will be used to sponsor student activities and recognition events which celebrate academic achievement, personal growth, and community involvement.

Specifically, the funds will be used to purchase student awards and support the eighth-grade end-of-year dance/prom.

Submitted by: Maxine Singh, Chief of Staff Date of submission: 4.28.25

REVIEW FOR VERIFICATION OF FUNDS. PAYMENT WILL BE RELEASED AFTER COMMISSION APPROVAL.

Yeimy Guzman

Digitally signed by Yeimy
Guzman
Date: 2025.05.08 10:58:21
-04'00'

Legal

Finance

City Manager

PLEASE ATTACH ALL DOCUMENTATION NECESSARY TO SUPPORT THE REQUEST

Olsen Middle School

Janet Giancarli, Principal

330 SE 11th Terrace

Dania Beach, Florida 33004

phone: 754-323-3865 • fax: 754-323-3885

janet.giancarli@browardschools.com

www.browardschools.com/Olsen

**The School Board of
Broward County, Florida**

Debra Hixon, Chair
Sarah Leonardi, Vice Chair

Lori Alhadeff
Maura McCarthy Bulman
Adam Cervera, Esq.
Dr. Jeff Holness
Nora Rupert
Rebecca Thompson
Dr. Allen Zeman

Dr. Howard Hepburn
Superintendent of Schools

May 7, 2025

The Honorable Mayor
City of Dania Beach
100 W Dania Beach Blvd
Dania Beach, FL 33004

Dear Mayor Davis,

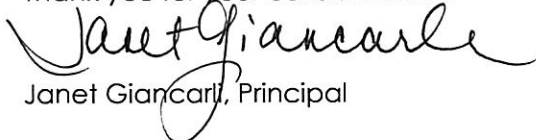
On behalf of Olsen Middle School, I am writing to respectfully request \$3,000.00 in discretionary funds to support our end-of-year student recognition programs and celebrations.

These funds will assist with the purchase of awards for students who have demonstrated excellence in various areas, including academic achievement in each core content area, attaining a Level 5 on the FAST PM3 assessments in ELA/Reading and Mathematics, excellence in athletics and elective classes, club involvement, perfect attendance, and recognition of the most improved male and female students at each grade level.

The funding will also help support decorations, materials and supplies for our eighth-grade end-of-year dance/prom and promotion ceremony—important events that mark a significant milestone for our students.

We sincerely appreciate the City of Dania Beach's continued support and partnership. Your dedication to our school and students has a lasting impact, and we are grateful for your ongoing commitment to their success.

Thank you for your consideration.



Janet Giancarli, Principal



City of Dania Beach City Attorney Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis, City Attorney

SUBJECT: Quit Claim Deed for Unused ROW

Request:

To authorize a quit claim deed releasing a ROW easement across the Nader's property, 3065 NW 45th Street, Dania Beach, FL 33004.

Background:

The Nader Residence is located at 3065 NW 45th Street, Dania Beach, FL. The property contains a 14 foot ROW easement that runs from 45 Street to the canal. 45 Street also curves to the right through a second, 20 foot easement over the Nader's property, to provide access to the Nader residence, and several other parcels, otherwise, there is no access to these parcels.

The Naders installed a fence in front of a majority of the 14 foot easement. The remaining portion of the easement outside of the fence consists of the roadway (ROW and swale) for the curve in the road, into the 20 foot easement area. The Naders contacted Code asking Code to remove a dead palm tree from the 14 foot easement located behind the unpermitted fence, adjacent to their pool area. They claim the dead tree was the City's responsibility. Ultimately, the Naders removed the dead palm tree themselves. In the interim, Code cited the property for work without a permit (for the fence) and obstruction of the ROW with their pavers and landscaping.

In an effort to resolve the issues the City Attorney confirmed that the 14' easement would probably not be needed for ROW in the future as the easement dead ends at the canal, and the City has a stormwater outfall approximately 15 feet away, so the ROW would probably not be needed for stormwater purposes. As such, to clear the fence permit, the City Attorney offered (but would need City Commission authorization) to quit claim that portion of the 14' easement that is behind the fence to the Naders. And, the City Attorney offered the Naders the ability to leave the landscaping in place, provided the Naders execute a temporary use/revocable easement with the City, so that the City could remove the landscaping at any time, if needed, in the future.

The Naders refused to enter into the temporary use easement for the ROW/swale and agreed to remove the landscaping, negating the need to for the temporary use easement. As the Naders continue to argue that the City has no right to the 14 foot easement behind the fence because they

had not yet used the easement area, I thought to close out the case. However, that would not have resolved the issue of ownership and use of the 14' easement area. As such, the City Attorney recommends quit claiming the 14' foot easement, inside the fence (not that portion outside the fence) to the Naders.

Budgetary Impact

No budgetary impact anticipated. The property would be placed back on the tax rolls.

Recommendation

That the City Commission approve the resolution and authorize the appropriate officials to execute the quit claim deed. The Naders are to pay the cost of recording the deed.

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE TRANSFER OF A POTENTIAL RIGHT-OF-WAY AREA TO EDGEWORTH AND ROXANA NADER (THE “NADERS”) BY MEANS OF A QUIT CLAIM DEED; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Naders reside at 3065 NW 45th Street, Dania Beach, FL 33004 with a legal description of MARSHALLS EVERGLADE SUB 2-32 D 29-50-42 S 175 OF W1/2 OF FOL DESC,BEG 14 N OF & 478.43 W OF SE COR OF LOT 10 BLK 3 OF SAID SEC,N 613.20 M/L,WLY TO A PT ON W BNDRY LINE OF SAID TR,S TO A PT 14 N OF S BNDRY LINE,E TO POB, Folio Number 5042 29 01 103; and

WHEREAS, pursuant to their plat, the Naders were to provide a 14 foot easement from the water line (west) to the east end of their property for a road for a length of approximately 60 feet and provides language that the land may revert back to the property owner without the easement, if not utilized (although there is no clear date for termination of the right for the easement to be utilized); and

WHEREAS, there is a fence placed at the property line over the 60 foot by 14 foot area (“Easement Area”), which would preclude a road from being installed; and

WHEREAS, as the Easement Area is not being used by the City and will not be used by the City for the road purpose as the Easement Area is adjacent to a canal and across the canal is another single-family home; and

WHEREAS, the City is providing the Naders a quit claim deed to the Easement Area; and

WHEREAS, The Naders, or the prior record owners, have installed some landscaping and a decorative wall outside the Easement Area, into the City’s right of way, which right of way consists of SW 45th Street, which curves around, past The Naders’ property and connects several other parcels with no other road access (in fact, SW 45th Street, past the curve, consists of a private road through a 20 foot utility and road access easement over the Nader’s property; and

WHEREAS, The Naders were cited with two code violations under code case no.: 2024-0540, and were found in violation of the following provisions of the City Code:

(1) 13-34 (a) Nuisance. It shall be unlawful for any owner or operator of premises within the city to allow the accumulation [of] or to accumulate any garbage, litter, stagnant water, trash, untended vegetation, or to allow any discoloration, or any nuisance as defined in section 13-21 above, upon the premises.

(2) FBC 105.1 Permits Required. Obtain any and all permits and approvals required for any and all construction/building activities on the subject property.

WHEREAS, the City has determined that it is in the best interest of its citizens and residents for the City to release the potential ROW to place that land back on the tax rolls and as the right-of-way will never be constructed; and

WHEREAS, the Naders have cured the work without a permit violation and are in the process of curing the obstruction of the right-of-way violation;

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

Section 1. That the foregoing recitals are true and correct and by this reference are incorporated into and form a material part of this Resolution.

Section 2. That the proper City Officials are authorized to execute the Quit Claim Deed to be conveyed by the City by to the Grantees, Edgeworth and Roxana Nader; a copy of the Quit Claim Deed is attached as Exhibit “A” and is incorporated by reference in this Resolution.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to Exhibit “A”, and related documents as may be deemed necessary and proper for the best interest of the City and proper City Officials are authorized to do all things necessary and expedient in order to carry out the intensions of this Resolution.

Section 4. That the Quit Claim Deed shall be recorded in the Public Records of Broward County, Florida; the cost of recording shall be paid and recorded by the Naders.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6 That this Resolution shall be effective 10 days after passage.

SIGNATURES ON THE FOLLOWING PAGE

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

Prepared by & Return to:
Eve A. Boutsis
City Attorney
City of Dania Beach
100 W. Dania Beach Blvd.
Dania Beach, FL 33004

QUIT CLAIM DEED

This Indenture made this ____ day of _____, 2025, between the City of Dania Beach, with an address of 100 W. Dania Beach Blvd., Dania Beach, FL 33004, hereinafter called the Grantors, to Edgeworth and Roxana Nader, whose mailing address is 3065 NW 45th Street, Dania Beach, FL 33004, Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties, singular or plural, to this instrument and their heirs, legal representatives and assigns of individuals, and successors and or assigns of corporations)

WHEREAS, The Naders reside at 3065 NW 45th Street, Dania Beach, FL 33004 with a legal description of MARSHALLS EVERGLADE SUB 2-32 D 29-50-42 S 175 OF W1/2 OF FOL DESC,BEG 14 N OF & 478.43 W OF SE COR OF LOT 10 BLK 3 OF SAID SEC,N 613.20 M/L,WLY TO A PT ON W BNDRY LINE OF SAID TR,S TO A PT 14 N OF S BNDRY LINE,E TO POB, Folio Number 5042 29 01 103; and

WHEREAS, pursuant to their plat, the Naders were to provide a 14 foot easement from the water line (west) to the east end of their property for a road for a length of approximately 60 feet and provides language that the land may revert back to the property owner without the easement, if not utilized (although there is no clear date for termination of the right for the easement to be utilized); and

WHEREAS, there is a fence placed at the property line over the 60 foot by 14 foot area ("Easement Area"), which would preclude a road from being installed; and

WHEREAS, as the Easement Area is not being used by the City and will not be used by the City for the road purpose as the Easement Area is adjacent to a canal and across the canal is another single-family home; and

WHEREAS, the City is providing the Naders a quit claim deed to the Easement Area that is within the fenced area (any remainder outside of the fenced area is being utilized by the City as ROW); and

Witnesseth, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, by these presents does remise, release, quit claim unto the said Grantee and demand which the said Grantor has in and to that certain parcel of real property, situate, lying and being in Broward County, Florida to wit:

A parcel of land being a portion of Lot 10, Block 3, Section 29, Township 50 South Range 42 East, PLAT OF SEC'S 28, 29, 31 & 32, T50S, R40E according to the plat thereof, as recorded in Plat Book 2, Page 32, of the Public Records of Miami-Dade County, Florida, said parcel being more particularly described as follows:

BEGIN at the Southwest corner of said Lot 10, Block 3;

THENCE on an assumed bearing of N 01°49'33" W along the West line of said Lot 10, Block 3, a distance of 14.00 feet to a line being 14.00 feet North of and parallel with the said South line of Lot 10, Block 3;

THENCE N 88°24'44" E along the said parallel line, a distance of 60.08 feet;

THENCE S 01°48'11" E a distance of 14.00 feet to the said South line of Lot 10, Block 3;

THENCE S 88°24'44" W along the said South line of Lot 10, Block 3, a distance of 60.07 feet to the POINT OF BEGINNING.

Said parcel situate within the City of Dania Beach, Broward County Florida, containing 841 square feet, more or less.

The purpose of this Sketch and Legal Description is to describe a portion of the planter area within the 14' Roadway Easement as recorded in Deed Book 582, Pg. 15, B.C.R.

TO HAVE AND TO HOLD, the same, together with all singular the appurtenances thereunto belong or in any wise appertaining, all the states, right, title and interest whatsoever of the Grantor, either in law or equity, to the property use, benefit, control of the Grantee forever.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Grantors have hereunto set Grantors' hands and seals the day and year first written above.

WITNESSES:

Signature

Print Name

Signature

Print Name

JOYCE L. DAVIS
MAYOR

ANA M. GARCIA, CITY MANAGER

Approved as to form: _____
EVE A. BOUTSIS,
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by Joyce L Davis, Mayor of the City of Dania Beach, who is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2025, in the County and State aforesaid.

My Commission Expires:

Notary Public-State of _____

Print Name

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by Ana M. Garcia, City Manager of the City of Dania Beach, who is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2025, in the County and State aforesaid.

My Commission Expires:

Notary Public-State of _____

Print Name



City of Dania Beach City Attorney Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Eve A. Boutsis

SUBJECT: Retroactive Renewal of Special Magistrates' Agreements

Request:

Approval to retroactively renew the Code Compliance Special Magistrate agreements.

Background:

The City utilizes a Special Magistrate system for code compliance hearings and on April 8, 2022, the City issued Request for Proposals ("RFP") No. 22-016 for Special Magistrate Services. In July 2022, the City entered into two-year agreements for Code Compliance Special Magistrate services with Harry M. Hipler and Nason, Yeager, Gerson, Harris & Fumero, P.A. The initial agreement provides for two (2) additional two (2) year periods. The agreements officially expired on July 14, 2024, requiring the renewals to be effective retroactively to that date through July 14, 2026.

Budgetary Impact

Recommendation

Approval of the Resolution to retroactively renew the Special Magistrate agreements for Code Compliance proceedings.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RETROACTIVELY EXTENDING THE EXISTING CONTRACT WITH HARRY M. HIPLER, AND THE FIRM OF NASON, YEAGER, GERSON, HARRIS & FUMERO, P.A., TO ACT AS CODE COMPLIANCE SPECIAL MAGISTRATES FOR MUNICIPAL CODE COMPLIANCE PROCEEDINGS ; PROVIDING FOR CONFLICTS FOR TWO YEARS, UNDER EXISTING PRICING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City utilizes a Special Magistrate system for code compliance hearings and on April 8, 2022, the City issued Request for Proposals (“RFP”) No. 22-016 for Special Magistrate Services; and

WHEREAS, in July 2022, the City entered into two-year agreements for Code Compliance Special Magistrate services with Harry M. Hipler and Nason, Yeager, Gerson, Harris & Fumero, P.A.; and

WHEREAS, the initial agreement provides for two (2) additional two (2) year periods.

WHEREAS, the agreements officially expired on July 14, 2024, requiring the renewals to be effective retroactively to that date.

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

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

Section 2. That the proper City officials are authorized to execute First Renewal Agreement with Harry M. Hipler and Nason, Yeager, Gerson, Harris & Fumero, P.A., which copies of the First Renewal Agreements are attached as composite Exhibit “A” and are incorporated into this Resolution by this reference.

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

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

SIGNATURES ON THE FOLLOWING PAGE

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

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND HARRY M. HIPLER FOR CODE COMPLIANCE SPECIAL
MAGISTRATE SERVICES.**

This is the First Renewal (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Mr. Harry M. Hipler, with its principal mailing address of 215 North Federal Highway, Dania Beach, Florida 33004.

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 agreement existing between Mr. Hipler and the City of Dania Beach dated June 29, 2022, pursuant to the City’s Request for Proposals (RFP) No. 22-016, is attached as Exhibit “A”, and made a part of and are incorporated into this First Renewal by this reference), shall be considered as part of this Renewal between the City and Mr. Hipler.
2. The current Agreement expired on July 14, 2024 and this Renewal is retroactive to that date and it is valid through July 14, 2026.
3. Pursuant to Resolution No. 2022-098, the City wishes to exercise the first of two (2) additional two (2) year renewals.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

**SPECIAL MAGISTRATE:
Harry M. Hipler**

Signature

PRINT Name

Title

Date

STATE OF FLORIDA)

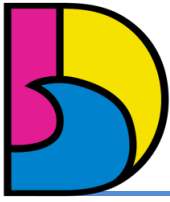
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, Harry M. Hipler, who is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name



City of Dania Beach

City Attorney's Office

DANIA BEACH 100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)
SEA IT. LIVE IT. LOVE IT.

June 29, 2022

Mr. Harry Hipler
215 North Federal Highway
Dania Beach, Florida 33004

Subject: Special Magistrate Retainer Agreement-Harry Hipler

Dear Mr. Hipler,

This Retainer Agreement shall confirm that you agree to act as a Code Compliance Special Magistrate for the City of Dania Beach (the "City") under the following terms and conditions:

1. Pursuant to the authority provided by City Resolution to be adopted by the City Commission, this will serve as your appointment as a Special Magistrate for Code Compliance commencing on **July 14, 2022**. The Code Compliance Hearings are scheduled on the second Thursday of the month and begin at 9:00 a.m. You will serve at the pleasure of the City Commission.
2. It is agreed to that you will be compensated for your services on an hourly basis at the rate of One Hundred Fifty Dollars (\$150.00) per hour, excluding travel time to and from Special Magistrate hearings and meetings.
3. It is also agreed to that you may bill for reasonable out-of-pocket expenses in connection with our Special Magistrate duties, including but not limited to, such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted with the request), photocopy charges (\$0.15 per page) and courier charges.
4. As a Code Compliance Special Magistrate, you will be responsible for the preparation for and attendance at scheduled Special Magistrate Hearings, review of the final order(s) and such other duties as the City may assign to you. Additionally, you shall adhere to Chapter 162, Florida Statutes, Chapter 2, of the City Code of Ordinances and the City's Zoning and Land Development Codes as they relate to Code Compliance matters, the Florida Rules of Civil Procedure, Rules of Evidence, and all other City ordinances relevant to Code Compliance.
5. It is further agreed to that you must submit a detailed invoice to the City Code Compliance Division, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided, the total number of hours worked (rounded to

the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.

6. This Agreement may be cancelled by the City upon five (5) days' prior written notice with or without cause. Upon such termination, you shall be entitled only to such fees and costs earned as of the date of termination. In the event you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.
7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before a Special Magistrate, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.
8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Compliance proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Agreed to and accepted by:

Eve A. Boutsis, City Attorney

Signature

PRINT Name

Date: _____, 2022

EAB:la

**FIRST RENEWAL BETWEEN THE CITY OF DANIA BEACH, FLORIDA
AND NASON YEAGER GERSON HARRIS & FUMERO, P.A. FOR CODE
COMPLIANCE SPECIAL MAGISTRATE SERVICES.**

This is the First Renewal (the “Renewal”) between the City of Dania Beach, Florida, a Florida municipal corporation (“City”) and Nason Yeager Gerson Harris & Fumero, P.A. (the “Firm”), with its principal mailing address of 750 Park of Commerce Boulevard, Suite 210, Boca Raton, Florida 33487.

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 agreement existing between the Firm and the City of Dania Beach dated June 29, 2022, pursuant to the City’s Request for Proposals (RFP) No. 22-016, is attached as Exhibit “A”, and made a part of and are incorporated into this First Renewal by this reference), shall be considered as part of this Renewal between the City and the Firm.
2. The current Agreement expired on July 14, 2024 and this Renewal is retroactive to that date and it is valid through July 14, 2026.
3. Pursuant to Resolution No. 2022-098, the City wishes to exercise the first of two (2) additional two (2) year renewals.
4. That in all other respects, the terms of the Agreement apply to this Renewal.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS of the foregoing, the parties have executed this First Renewal on _____, 2025.

CITY:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND
CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

**SPECIAL MAGISTRATE:
Nason Yeager Gerson Harris &
Fumero, P.A.**

Signature

JOHN J. FUMERO

PRINT Name

Title

Date

STATE OF FLORIDA)

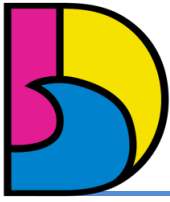
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025, by John J. Fumero of Nason Yeager Gerson Harris & Fumero, P.A., who is personally known to me or has produced _____ as identification.

Notary Signature

Notary Seal:

Printed Name



City of Dania Beach

City Attorney's Office

DANIA BEACH 100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 921-2604 (fax)
SEA IT. LIVE IT. LOVE IT.

June 29, 2022

Mr. John J. Fumero
Nason Yeager Gerson Harris & Fumero, P.A.
750 Park of Commerce Boulevard, Suite 210
Boca Raton, Florida 33487

Subject: Special Magistrate Retainer Agreement-Harry Hipler

Dear Mr. Fumero,

This Retainer Agreement shall confirm that you agree to act as a Code Compliance Special Magistrate for the City of Dania Beach (the "City") under the following terms and conditions:

1. Pursuant to the authority provided by City Resolution to be adopted by the City Commission, this will serve as your appointment as a "back-up" Special Magistrate for Code Compliance. The Code Compliance Hearings are scheduled on the second Thursday of the month and begin at 9:00 a.m. You will serve at the pleasure of the City Commission.
2. It is agreed to that you will be compensated for your services on an hourly basis at the rate of One Hundred Fifty Dollars (\$150.00) per hour, excluding travel time to and from Special Magistrate hearings and meetings.
3. It is also agreed to that you may bill for reasonable out-of-pocket expenses in connection with our Special Magistrate duties, including but not limited to, such ordinary expenses as postage, telephone calls (a copy of the telephone bill must be submitted with the request), photocopy charges (\$0.15 per page) and courier charges.
4. As a Code Compliance Special Magistrate, you will be responsible for the preparation for and attendance at scheduled Special Magistrate Hearings, review of the final order(s) and such other duties as the City may assign to you. Additionally, you shall adhere to Chapter 162, Florida Statutes, Chapter 2, of the City Code of Ordinances and the City's Zoning and Land Development Codes as they relate to Code Compliance matters, the Florida Rules of Civil Procedure, Rules of Evidence, and all other City ordinances relevant to Code Compliance.
5. It is further agreed to that you must submit a detailed invoice to the City Code Compliance Division, Attention: Eric Walton, Code Compliance Manager, within fifteen (15) days after the end of the preceding month. Invoices shall include the date of the hearing over which you presided; the total number of hours worked (rounded to

the nearest tenth), and a brief summary of the work performed. Any reimbursement of out-of-pocket expenses outlined above requires the submission of invoices, bills and receipts. If any errors are discovered in any invoice, City will inform you and will request revised copies of such invoices. If any disagreement arises as to payment of any portion of an invoice, City agrees to pay all undisputed portions, and the parties agree to cooperate by promptly conferring to resolve the disputed portion of the invoice.

6. This Agreement may be cancelled by the City upon five (5) days' prior written notice with or without cause. Upon such termination, you shall be entitled only to such fees and costs earned as of the date of termination. In the event you deem it necessary to cancel this Agreement, you shall give thirty (30) days' prior written notice to the City Attorney's office.
7. In connection with the Special Magistrate duties, it is understood and agreed to that you shall neither represent clients in lawsuits, quasi-judicial proceedings, or administrative matters involving the City, nor shall you represent any client in a property-related matter with a reasonable potential of becoming a respondent before a Special Magistrate, so long as you serve as Special Magistrate for the City. Further, you shall not receive a referral fee for referring a current or future potential client to another attorney, if such client is pursuing or intends to pursue any claim against the City in a court of law, any arbitration hearing, or before a state or local government administrative board.
8. The City will indemnify and defend you in your capacity as a Special Magistrate for Municipal Code Compliance proceedings from any cause of action that may arise from the performance of your duties as Special Magistrate on behalf of the City, within the scope and course of your employment.

Very truly yours,

Agreed to and accepted by:

Eve A. Boutsis, City Attorney

Signature

PRINT Name

Date: _____, 2022

EAB:la



City of Dania Beach Finance Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

SUBJECT: Approval of a resolution declaring certain equipment to be obsolete, surplus, and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager

Request:

The Finance Department is requesting approval of a resolution declaring specific Information Technology and Exercise equipment to be obsolete, surplus, and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager.

Background:

The City of Dania Beach has purchased various Information Technology-related equipment (the "Equipment") over the years. The Chief Financial Officer and Information Technology Division Director

recommend disposal and, in some circumstances, auction sale of the Equipment due to acquisitions of replacement equipment and other technology.

Upon approval of the Resolution, the City Manager is authorized to dispose of such property in any manner or method determined to be most financially advantageous to the City.

Budgetary Impact

Items will be sold at auction or disposed of; therefore, the proceeds of such auction sale cannot be determined at this time.

Recommendation

Approve the resolution declaring specific Information Technology equipment to be obsolete, surplus, and of no further use to the City of Dania Beach and declaring the intent of the City to dispose of the same at the direction of the City Manager.

RESOLUTION 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, DECLARING SPECIFIC EQUIPMENT TO BE OBSOLETE, SURPLUS AND OF NO FURTHER USE TO THE CITY AND DECLARING THE INTENT OF THE CITY TO DISPOSE OF THE SAME AT THE DIRECTION OF THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach has purchased or otherwise acquired various related equipment over the years; and

WHEREAS, the Chief Finance Officer and Information is recommending disposal of certain equipment that has become obsolete and/or replaced by new acquisitions; and

WHEREAS, the City Administration recommends that the City Commission approve the declaration of such property as surplus and authorize the City Manager to dispose in accordance with City policy and Florida Statutes;

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

Section 1. That the City Commission approves the recommendation for the surplus and disposal of the equipment as referenced in Exhibit “A”, a copy of which is attached to and is made a part of this Resolution by this reference, and which equipment is no longer required for service and is declared to be obsolete, surplus and of no further use to the City.

Section 2. That the City Manager is authorized by the City Commission to dispose of such property in any manner or method which he determines will generate the most revenue to the City, in accordance with City policy and Florida Statutes.

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

Section 4. That this Resolution shall become effective within ten (10) days of 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

Brand	Model Number	Service Tag / Serial Number	Product Number	Auction / Disposal	Date Added
Dell	Inspiron 3847	9043Y12		Auction	4/8/2025
Dell	Inspiron 3847	CV6YT52		Auction	4/8/2025
Dell	Inspiron 3847	1NG1T12		Auction	4/8/2025
Dell	OptiPlex 3020	4KFYS12		Auction	4/8/2025
Dell	Vostro 270s	J2T6NV1		Auction	4/8/2025
Dell	Inspiron 3847	D4BKPZ1		Auction	4/8/2025
Dell	OptiPlex 3020	23GYS12		Auction	4/8/2025
Dell	Vostro 270s	38T6NV1		Auction	4/8/2025
Dell	Vostro 270s	69T6NV1		Auction	4/8/2025
Dell	Vostro 270s	71T6NV1		Auction	4/8/2025
Dell	Vostro 270s	21T6NV1		Auction	4/8/2025
Dell	Vostro 270s	H8T6NV1		Auction	4/8/2025
Dell	Vostro 270s	48T6NV1		Auction	4/8/2025
Dell	Optiplex 7010	9HN7BY1		Auction	4/8/2025
Dell	Inspiron 3847	4F1J082		Auction	4/8/2025
Dell	OptiPlex 7090	24ZJ9R3		Auction	4/8/2025
Dell	Inspiron 3847	6N32W52	14458139526	Auction	4/8/2025
Dell	Inptiplex 7040	FLRLJH2	33967879382	Auction	4/8/2025
Dell	OptiPlex 3050	BNB6CL2	25354099766	Auction	4/8/2025
Dell	Inspiron 3847	4F1J082	9616688354	Auction	4/8/2025
HP	22-DD0046	8CC21503VM	1K0J1AA#ABA	Auction	4/8/2025
Dell	Inspiron 3650	2BD5QD2	5040946030	Auction	4/8/2025
Dell	OptiPlex 3050	H9GN3L2	37577446886	Auction	4/8/2025
Dell	Inspiron 3847	6N3VW52	14457942902	Auction	4/8/2025
Dell	Inspiron 3650	2B7BQD2	5030997302	Auction	4/8/2025
HP	Chromebook	5CD65069TX	J5N50UT#ABA	Auction	4/21/2025
Awow	AK41	A065302P21451429	NA	Auction	4/21/2025
NA	SPO Mini 2017	NA	NA	Auction	4/21/2025
Dell	Inspiron 3847	8N55F42	18813631682	Auction	4/22/2025

Brand	Model Number	Service Tag / Serial Number	Product Number	Auction / Disposal	Date Added
Dell	Optiplex	5CD93833KN	7PA07UA#ABA	Auction	11/25/2024
Dell	XPS 15 7590	78RRXY2	15767859098	Auction	12/2/2024
Dell	Optiplex	5CD12PLK9	4J5Q2UA#ABA	Auction	3/7/2025
Dell	Optiplex	176N2B	EUL-1855 Luxembourg	Auction	3/7/2025
Microsoft	Surface Pro	68194784153	68194784153	Auction	3/7/2025
Microsoft	Surface Pro	96601661953	96601661953	Auction	3/7/2025
Microsoft	Surface Pro	68345285253	68345285253	Auction	3/7/2025
Dell	Inspiron 3668	GN37WN2	36224647166	Auction	3/7/2025
Dell	OptiPlex 7040 Tower	FLRLJH2	33967879382	Auction	3/7/2025
Dell	Latitude 5500	52RVF13	11051659479	Auction	3/7/2025
Dell	Inspiron 3668	430JWN2	8889456638	Auction	3/7/2025
Dell	OptiPlex 3050 Tower	BNB6CL2	25354099766	Auction	3/7/2025
Dell	Latitude 5520	1CKLP93	2936981271	Auction	3/19/2025
Microsoft	1868	048241201557	48241201557	Disposal	4/8/2025
HP	3168NGW	CND8248WTQ	INW57T#ABA	Auction	4/8/2025
HP	15-DY1751MS	5CD9378GNM	7PA07UA#ABA	Auction	4/8/2025
HP	15-EF1300WM	5CD125P1K9	4J5QZUA#ABA	Auction	4/8/2025
Dell	Latitude 5500	52RVF13	11051659479	Auction	4/8/2025
Dell	Latitude 5520	1CKLP93	2936981271	Auction	4/8/2025
HP	15-DY1751MS	5CD9421PZ1	7PA07UA#ABA	Auction	4/17/2025
HP	15-DY1xxxx	5CD04171V7	2D679UAR#ABL	Auction	4/22/2025
HP	15-DY1xxxx	5CD9421PS3	7PA07UA#ABA	Auction	4/22/2025

Brand	Model Number	Serial Number	Auction or Disposal	Date Added
Acer	S241HL		Auction	4/8/2025
Acer	S241HL		Auction	4/8/2025
LG	27LP615B-PU		Auction	4/8/2025
LG	27LP615B-PU		Auction	4/8/2025
LG	32MA68HY	708NVA6-10728	Auction	4/8/2025
LG	32MA68HY	708NVA6-10123	Auction	4/8/2025
LG	32MA68HY	708NTAB-4Q128	Auction	4/8/2025
LG	27LP615B-PU	111MXWECT305	Auction	4/8/2025
Sceptre	E24	E43F248BSB0321	Auction	4/8/2025
Acer	S240HL	ETLU50D010519115CE8516	Auction	4/8/2025
Sceptre	E24	E248W-19208B08S24AA	Auction	4/8/2025
Changhong	LED32YC1600UA	G999A4XH2LM369970	Auction	4/8/2025
LG	27LP615B-PU	112MXGL45487	Auction	4/8/2025
Dell	SE2719H	93MBF73	Auction	4/8/2025
Acer	G276HL	MMLW9AA0130390563C85C8	Auction	4/8/2025
Benq	GL2460-B	ET29E03777SL0	Auction	4/8/2025
ViewSonic	VA2448M-LED	SEM131061372	Auction	4/8/2025
Acer	S241HL	MMLWVAA00173001360855C	Auction	4/8/2025
Sceptre	E27	E275W-19208AS8S24AA	Auction	4/8/2025

Brand	Model Number	Serial Number	Auction or Disposal	Date Added
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Brand	Model Number	Serial Number	Auction or Disposal	Date Added
Dell	6224 Power Connect		Auction	4/15/2025
Dell	6224 Power Connect		Auction	4/15/2025
Dell	6224 Power Connect		Auction	4/15/2025
TP-Link	SG1016PE		Auction	4/15/2025
Netgear	Prosafe G5748T		Auction	4/15/2025
Netgear	GS308		Auction	4/15/2025
Netgear	GS308		Auction	4/15/2025
Netgear	GS308		Auction	4/15/2025
Netgear	GS308		Auction	4/15/2025
TP-Link	SF-1008D		Auction	4/15/2025
Cisco	SF-302-08PP		Auction	4/15/2025
Netis	PE6108G		Auction	4/15/2025
Netgear	LGS318P		Auction	4/15/2025
Trendnet	TE100-S16Eg		Auction	4/15/2025
HP PROCURVE	J9028B		Auction	4/15/2025
D-Link	DR601		Auction	4/15/2025
Netgear	GS752TPP		Auction	4/15/2025
Netgear	GS728TPP		Auction	4/15/2025
TP-Link	SG1016PE		Auction	4/15/2025
TP-Link	SG2428P		Auction	4/15/2025
Cisco	SG350-10MP	PSZ24201BY9	Auction	4/21/2025
Netgear	Prosafe GS510TPP	5XR31A56A0338	Auction	4/21/2025
Cisco	SF302-08PP	PSZ20161JUG	Auction	4/21/2025
Netgear	GS308v2	4P01855V0045F	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001799	Auction	4/21/2025
tp-link	TL-SG108E	Y20A002001162	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001473	Auction	4/21/2025
tp-link	TL-SG108E	Y20A002001169	Auction	4/21/2025
tp-link	TL-SG108E	Y20A002001172	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001606	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001594	Auction	4/21/2025
tp-link	TL-SG108E	Y20C054001025	Auction	4/21/2025
tp-link	TL-SG108E	Y20A002001171	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001479	Auction	4/21/2025
tp-link	TL-SG108E	Y20B099002800	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001472	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001777	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001798	Auction	4/21/2025
tp-link	TL-SG108E	Y20B00900417	Auction	4/21/2025
tp-link	TL-SG1005D	2.18653E+12	Auction	4/21/2025
D-Link	DES-1005E	PW1U1B9008158	Auction	4/21/2025
tp-link	TL-SG1016PE	Y21805001908	Auction	4/21/2025
D-Link	DGS-1016D	USDRBNF1F300023	Auction	4/21/2025
tp-link	TL-SG108E	Y20A002001167	Auction	4/21/2025
tp-link	TL-SG108E	Y20B099002907	Auction	4/21/2025
tp-link	TL-SG108E	Y20C054001024	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001476	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001486	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001471	Auction	4/21/2025
tp-link	TL-SG108E	Y213007001770	Auction	4/21/2025
tp-link	TL-SG108E	Y20C054001684	Auction	4/21/2025
tp-link	TL-SG108E	Y20A002001164	Auction	4/21/2025
Netgear	GS108PEv3	3UJB0C51A0364	Auction	4/21/2025
Netgear	6JE4255LA13CE	NA	Auction	4/21/2025
Dell	N2048P	789948504092	Auction	4/22/2025

Brand	Model Number	Serial Number	Auction or Disposal	Date Added
Brother	HL-22	U62709H3N420301	Auction	4/8/2025
Brother	MFC-L3710CW	U65178MON341257	Auction	4/8/2025
EPSON	XP-7100	X5050804	Auction	4/8/2025
HP - Plotter	CR649A	CN1561K059	Auction	4/8/2025
HP - Plotter	F2S71A	MY81C9901Q	Auction	4/8/2025

Brand	Model Number	Product Number	Serial Number	Auction or Disposal	Date Added
First Data	FD-150			Auction	4/8/2025
Anker	DVI Dock			Auction	4/8/2025
Eagletek Mouse	K104-BA-1			Auction	4/8/2025
Wireless Mouse	Model 964			Auction	4/8/2025
Eagletek Keyboard	K104-BA-1			Auction	4/8/2025
CyberPower UPS	500VA			Auction	4/8/2025
Samsung	Galaxy Tab 4			Auction	4/8/2025
Amazon	176N28	2AWRO-8762		Disposal	4/8/2025
Microsoft	Surface Docking Station		196302804574	Disposal	4/21/2025
Apple	iPad A1432	F7NM2HUZFP84	NA	Disposal	4/22/2025
Apple	iPad A1432	F7NMWZL2FP84	NA	Disposal	4/22/2025
Apple	iPad A1432	F7NMW9SGFP84	NA	Disposal	4/22/2025
Dell DLP FRONT PROJECTOR	3200MP		BR68S31	Auction	4/22/2025
EPSON LCD PROJECTOR	EMP-737		GPCG530043F	Auction	4/22/2025
Apple	iPad A1432	F7NGEBFP84	NA	Disposal	4/22/2025
Apple	iPad A1432	F7PMV8T5FP84	NA	Disposal	4/22/2025
Apple	A1893	GG7Y7AZRJF8M	BCGA1893	Disposal	4/22/2025
Apple	360X Keyboard	NA	NA	Disposal	4/22/2025
Apple	A1458	BCGA1458	DMPKL56XF82	Disposal	4/22/2025
Samsung	Tablet	NA	03-000169	Disposal	4/22/2025
Amazon	T76N2B	2AWRO-8762	201-200693	Disposal	4/22/2025
Wireless Keyboard - Amazon	EB00071	2AZCL-EB00007X	FT21G28	Disposal	4/22/2025
Wireless Keyboard - Amazon	EB00071	2AZCL-EB00007X	FT21G28	Disposal	4/22/2025
Amazon	T76N2B	2AWRO-8762	201-200693	Disposal	4/22/2025



City of Dania Beach Finance Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Darryl McFarlane, IT Division Director
Candido Sosa-Cruz, ICMA-CM, Deputy City Manager

SUBJECT: Approval of a resolution authorizing purchases of hardware, software, and professional services from CDW Government, LLC, exceeding the City's annual vendor threshold of \$50,000

Request:

The Information Technology Division requests approval of a resolution authorizing purchases of hardware, software, and professional services from CDW Government, LLC (CDW-G), exceeding the City's annual vendor threshold of \$50,000.

Background:

CDW-G has been one of the City's primary vendors for hardware, software, and professional services since 2018. The IT Division is pleased with their pricing and services and plans to make additional purchases in FY2024- 25 which will result in expenditures exceeding the \$50,000 vendor threshold. For City purchases, CDW-G will extend contract pricing established through the State of Florida, Omnia Partners, and Sourcewell. This ensures that the city will continue to benefit from the favorable terms and competitive pricing negotiated through these agreements.

The annual cost of the hardware, software, and professional services purchased from CDW-G in FY2024- 25 will exceed the \$50,000 vendor threshold, requiring City Commission approval.

Budgetary Impact

Funding is appropriated and available in the Information Technology Fund.

Recommendation

Approve the resolution authorizing purchases of hardware, software, and professional services from CDW Government, LLC, exceeding the City's annual vendor threshold of \$50,000.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY TO EXCEED THE ANNUAL VENDOR THRESHOLD TOTAL AMOUNT OF FIFTY THOUSAND DOLLARS (\$50,000.00) FOR CDW-G; AUTHORIZING SUCH PURCHASES WITHIN THE INFORMATION TECHNOLOGY FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; 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 at \$50,000.00 for a vendor each fiscal year; and

WHEREAS, CDW-G has been one of the City’s vendors for Information Technology hardware, software, and professional services since 2018 and the Finance Department planned, through the fiscal year 2024-25 budget, to purchase additional hardware, software, and/or professional services; and

WHEREAS, the City entered into a piggyback contract for equipment and services on March 12, 2025, with CDW-G; and

WHEREAS, the total amount of purchases from CDW-G for fiscal year 2023-24 will exceed the Fifty Thousand Dollars (\$50,000.00) annual purchase threshold for a single vendor and, therefore, requires City Commission approval.

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

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

Section 2. That all purchases made from CDW-G shall be subject to approved annual budget appropriations and in accordance with the City’s procurement policies and are authorized to exceed the annual amount of Fifty Thousand Dollars (\$50,000.00) purchase threshold for a single vendor for fiscal year 2024-25.

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

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

Section 5. That this Resolution shall become effective ten (10) days after 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



City of Dania Beach Parks & Recreation Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Amendment to the agreement between the City and Bermello Ajamil and Partners to increase the time period for the design and construction administration services for the C.W. Thomas Park, Park Improvements.

Request:

The Parks and Recreation Department is requesting the adoption of a resolution authorizing an amendment to the agreement between the City and Bermello Ajamil and Partners to increase the time period for the design and construction administration services for the C.W. Thomas Park Improvements in the amount of One Hundred Twenty-Six Thousand Nine Hundred and Forty-Seven Dollars (\$126,947.00) through January 31, 2026.

Background:

The City Commission approved Resolution 2022-062 on April 26, 2022, authorizing the agreement with Bermello Ajamil and Partners for the design and construction administration services of the C.W. Thomas Park Improvements.

The initial agreement estimated construction to be completed in 365 days and by April 15, 2024. Due to unforeseen delays such as the increase in costs associated with construction which resulted in a shift in the initial conceptual design from the 2019 master plan for the project as well as the vacation of the right of way through the middle of the property, the timeline for the design of the project took much longer than anticipated. Because of this delay in the design, construction did not begin until spring/summer 2025.

As such, an amendment is needed to the agreement with Bermello Ajamil and Partners to extend their design and construction administration services through January 31, 2026 in the amount of One Hundred Twenty-Six Thousand Nine Hundred and Forty-Seven Dollars (\$126,947.00).

Budgetary Impact

A budgetary transfer will be needed in the amount of \$126,947.00 from Account Number 001-72-01-572-46-50 - Repair & Maint. Services Grounds to Account Number 302-72-03-572-31-10 – Prof. Services General.

Recommendation

It is recommended that the City Commission adopt the resolution authorizing an amendment to the agreement between the City and Bermello Ajamil and Partners to increase the time period for the design and construction administration services for the C.W. Thomas Park Improvements in the amount of One Hundred Twenty-Six Thousand Nine Hundred and Forty-Seven Dollars (\$126,947.00) through January 31, 2026.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SECOND AMENDMENT TO EXISTING AGREEMENT BETWEEN THE CITY AND BERMELLO AJAMIL AND PARTNERS TO EXTEND CONSTRUCTION ADMINISTRATION SERVICES THROUGH JANUARY 31, 2026, WHICH SERVICES SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED AND FORTY-SEVEN DOLLARS (\$126,947.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City officials adopted Resolution 2022-062 to execute an agreement with Bermello Ajamil and Partners for the Design and Construction Administration Services of the CW Thomas Park, Park Improvements on April 26, 2022; and

WHEREAS, the agreement was executed with Bermello Ajamil and Partners on May 6, 2022; and

WHEREAS, the initial agreement estimated the construction to be complete by April 15, 2024 and the construction administration and professional services lasting for 365 from the kickoff of the construction of the project; and

WHEREAS, the City is requesting approval of the second amendment to the agreement with Bermello Ajamil and Partners extending their agreement for design and construction administration services through January 31, 2026; and

WHEREAS, additional funding is needed in the amount of One Hundred Twenty-Six Thousand Nine Hundred and Forty-Seven Dollars (\$126,947.00); and

WHEREAS, the Parks and Recreation Department recommends that the City Commission approval the additional funding and the second amendment to the agreement extending design and construction administration services through January 31, 2026.

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

Section 3. That the proper City officials are authorized to execute an Amendment to the Agreement for Design and Construction Administration Services between the City and Bermello Ajamil and Partners through January 31, 2026, in the amount of One Hundred Twenty-Six Thousand Nine Hundred and Forty-Seven Dollars (\$126,947.00), which Amendment is attached as Exhibit “A” and is incorporated into this Resolution by this reference.

Section 4. That a budgetary transfer will be needed in the amount of \$126,947.00 from Account Number 001-72-01-572-46-50 - Repair & Maint. Services Grounds to Account Number 302-72-03-572-31-10 – Prof. Services General.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

April 16, 2025

**CITY OF DANIA BEACH
AMENDMENT No. 2 ADDITIONAL SERVICES REQUEST****C.W. THOMAS PARK IMPROVEMENTS EXTENDED CONSTRUCTION ADMINISTRATION SERVICES**

Please accept this Scope of Work Amendment Request from Bermello Ajamil & Partners, LLC. (BA) to provide Extended Construction Administration Services to the City of Dania Beach (City) for the C.W. Thomas Park construction work. This request and associated work shall be prepared and completed in accordance with *“Agreement Between the City of Dania Beach, Florida and Bermello Ajamil & Partners for Design Services Related to New Construction for Improvements at C.W. Thomas Park as Further Described in the City’s Request for Qualifications (RFQ) No. 22-001”*, dated May 6, 2022.

PART I - PROJECT BACKGROUND AND WORK DESCRIPTION:

In the original Scope of Services, noted above, the Construction Administration duration and professional services are noted as lasting for 365 days. After execution of the Original professional design services scope and fee, and well into the design process, a Construction Manager at Risk (CM) was retained by the City. Due to the improvement’s logistical requirements, the CM determined and dictated that construction would take 548 days; a six-month extension of construction from BA’s Original Agreement with the City. BA is submitting this amendment request for the additional six months of construction administration work required above and beyond the Original Agreement. This work shall include participation in additional Owner Architect City (OAC) Meetings, review of additional contractor pay applications, performing additional site visits, review and responses to additional RFI’s and preparation of additional permit revisions. Barring actions or changes beyond BA’s control such as additional major changes to the project schedule or duration, supply chain or product and material availability problems, major design change requests and complicated substitution negotiations, BA anticipates this amendment being sufficient to complete the project in January 2026. Therefore, unless there are actions or changes outside of BA’s control as mentioned above, no additional fee for BA’s extended construction administration services shall be charged to the City.

This Amendment further requests to extend the duration of the Agreement between the City and BA from April 15, 2024 to January 31, 2026.

Assisting BA Landscape Architecture and Architecture with these services shall be the following firms:

- | | |
|------------------------|--|
| • CSA Group, Inc. | Civil Engineering |
| • MUEngineers, Inc. | Structural Engineering |
| • Hammond & Associates | Mechanical, Electrical, Plumbing and Low-Voltage Engineering |
| • Aquatic Design Group | Aquatic Engineering |
| • Kenneth DiDonato | Irrigation Design |

PART II – SCOPE OF WORK:

TASK 13.0 – EXTENDED CONSTRUCTION ADMINISTRATION SERVICES

- 13.1 Extended Construction Administration Services** – BA shall participate in thirteen (13) additional OAC meetings, review and return six (6) additional contractor pay applications, prepare, coordinate and track two (2) additional building department permit revisions, review and respond to contractor RFI's and perform up to six (6) additional site visits.

Deliverables for Task 13.0 Extended Construction Administration Services – As a result of this task, BA shall deliver the following:

- 8 1/2" X 11" black and white PDFs of RFI responses
- 24" X 36" black and white signed and sealed Delta revised Permit Drawings
- Six (6) 8 1/2" X 11" black and white PDFs of Reviewed Pay Applications

PART III – COMPENSATION:

BA shall bill the City lump sum fees, including all direct expenses, for added Task 13.0 as follows:

TASK 13.0 – EXTENDED CONSTRUCTION ADMINISTRATION SERVICES.....	\$126,947.00
TOTAL	\$126,947.00

PART IV – SERVICES NOT INCLUDED:

The following design, production, coordination, studies, permitting, tasks or services are not included in this Scope and shall be provided by BA as an additional service for an agreed to fee:

1. Any work or request not expressly included in this Amendment Request or the Original Agreement



City of Dania Beach Public Services Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Fernando J. Rodriguez, Public Services Director
Sean schutten, Public Services Deputy Director

SUBJECT: APPROVAL OF A RESOLUTION TO AMEND AN AGREEMENT WITH BORETECH, INC.

Request:

The Public Services Department (PSD) requests approval of a resolution authorizing an amendment to the construction agreement titled “Directional Boring and Electrical Utility Installation, Phase II” with Boretech Inc. for performing directional boring required to install electrical conduits and outlets along several medians along the City’s main corridors

Background:

On November 21, 2022, the City Commission approved Resolution 2022-170 authorizing the City to enter into an agreement with Boretech Inc. to complete underground directional boring on various medians in the City’s main corridors. This work also entails the installation of electrical conduits and outlets to allow for the installation of multiple illuminated holiday decorations during the season. The expansion of this project phase to one more median in the east direction on Dania Beach Boulevard will result in additional work and cost, requiring an amendment of the original agreement with Boretech Inc.

Budgetary Impact

The cost of the additional work will be \$36,000.00 and will be funded by the Public Services Roadway and Median Electrical/Infrastructure Improvements other than buildings. Accounts No. 301-39-60-541-63-10.

Recommendation

The Public Services Department recommends the City Commission adopt a resolution amending the contract “Directional Boring and Electrical Utility Installation, Phase II” with Boretech Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE AGREEMENT ENTERED INTO WITH BORE TECH UTILITIES & MAINTENANCE, INC., AWARDED VIA INVITATION TO BID (“ITB”) NO. 24-025, ENTITLED “DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION” TO ENCOMPASS ONE ADDITIONAL MEDIAN SECTION AT AN ADDITIONAL COST NOT TO EXCEED THIRTY SIX THOUSAND DOLLARS (\$36,000.00) AND TO CHANGE THE DATE FOR COMPLETION OF THE PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 22, 2021, pursuant to Resolution No. 2021-083, the City Commission authorized the permitting, engineering design, construction, and funding necessary to provide electricity to roadway medians enable the lighting of holiday decorations; and

WHEREAS, the Public Services Department (“PSD”) engaged Calvin Giordano and Associates to design, prepare construction documents, obtain permits, and provide post-design services for this project; and

WHEREAS, in October 2024, the City awarded Invitation to Bid (“ITB”) No. 24-025 for the “Directional Boring and Electrical Utility Installation Project” to Bore Tech Utilities & Maintenance, Inc. (Bore Tech); and

WHEREAS, PSD determined that the holiday lights’ impact can be enhanced in a practical and cost-effective manner by including one more Dania Beach Boulevard median in the eastward direction; and

WHEREAS, PSD determined that the completion date needed to be amended to August 15, 2025; and

WHEREAS, the additional work and associated cost involved and the change in completion date require that the original agreement with Bore Tech be amended.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute the amendment to the agreement with Bore Tech Utilities & Maintenance, Inc. for the Directional Boring and Electrical Utility Installation Project in an amount not to exceed Thirty-Six Thousand Dollars (\$36,000.00), which amendment is attached as Exhibit “A” and is incorporated into this resolution by this reference.

Section 3. That funding will be appropriated from the Public Services Roadway and Median Electrical/ Infrastructure Improvements other than Bldgs. Account No. 301-39-60-541-63-10 in the amount not to exceed Thirty-six Thousand dollars (\$36,000.00).

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

Section 5. That this Resolution shall become 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

FIRST AMENDMENT TO THE EXISTING AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND BORE TECH UTILITIES & MAINTENANCE, INC. TO PROVIDE DIRECTIONAL BORING AND ELECTRICAL UTILITY INSTALLATION, PHASE II.

This is the First Amendment (the “Amendment”) to an Agreement (the “Agreement”) existing between the City of Dania Beach, Florida, a Florida municipal corporation (the “City”) and Bore Tech Utilities & Maintenance, Inc. (“Contractor”), with a mailing address of 19025 SW 194 Avenue, Miami, Florida 33187.

This Amendment amends and modifies that Directional Boring and Electrical Utility Installation Agreement (“**Agreement**”) dated November 22, 2024 made and entered into by the parties hereto as follows:

1. The Scope of Services for the “Directional Boring and Electrical Utility Installation Project ITB (Invitation to Bid) No. 24-025 is expanded to include installation of new electrical services for the median receptacle including a new breaker and wiring in existing pedestal panel. The location is north of 230 E Dania Beach Boulevard in the eastward direction (“Additional Services”).
2. For the Additional Services provided by the Contractor under this Addendum the City will pay the Contractor an amount not to exceed Thirty- Six Thousand Dollars (\$36,000.00).
3. The term of the Agreement shall be extended to August 15, 2025.
4. All other provisions of the Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.
5. Except as may be contrary to the express terms of this Addendum, performance of this Addendum by both parties shall be subject to the terms and conditions of the Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have executed this Addendum effective as of _____, 2025

.

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

CONTRACTOR:

Bore Tech Utilities & Maintenance, Inc.
a Florida corporation

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

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

My Commission Expires:

Notary Public, State of Florida

Print Name



City of Dania Beach Public Services Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

SUBJECT: REQUEST FOR APPROVAL OF CHANGE ORDER #1 FOR THE LIFT STATIONS GENERATORS PROJECT – LIFT STATIONS 1, 2 AND 3

Request:

The Public Services Department requests approval of Change Order #1 for the SE Drainage Project in the amount of \$70,213.90. This request is necessary due to a mistaken calculation of permit costs during the original budgeting process.

Background:

During the permitting process for Lift Stations 1, 2, and 3, it was determined that the actual cost of permits required by the City was substantially higher than originally anticipated. The project included a line item titled "Permitting & FPL Allowance," which allocated \$18,000 per lift station, for a total budgeted provision of \$54,000. However, the actual cost for permitting alone amounted to \$124,213.90. This overall amount of \$70,213.90 represents a direct and necessary expense to comply with regulatory requirements and to maintain progress on the project.

Budgetary Impact

The total cost for this change order is \$70,213.90. These funds will be drawn from the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-02-535-63-10.

Upon approval of this request, a budget transfer in the amount of \$70,213.90 will be processed from Sewer/Wastewater Services / Professional Services / General" (Account #402-35-02-535-31-10) into the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-02-535-63-10.

Recommendation

The Public Services Department recommends approval of this change order to cover the permitting overage incurred during the pre-construction phase. This expense is essential to obtain the required permits and enable the project to move forward into construction.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT FOR THE LIFT STATION GENERATORS PROJECT (LIFT STATIONS 1, 2 AND 3), TO COVER PERMITTING COST OVERRUNS IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND TWO HUNDRED THIRTEEN DOLLARS AND NINETY CENTS (\$70,213.90); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach is the Owner of the Lift Station Generators Project for Lift Stations 1, 2 and 3; and

WHEREAS, the original project budget included a line item titled "Permitting & FPL Allowance" with a provision of \$54,000.00; and

WHEREAS, during the permitting process it was determined that the actual cost of permits required by the City of Dania Beach amounted to \$124,213.90; and

WHEREAS, this difference of \$70,213.90 is necessary to meet regulatory requirements and enable the project to proceed into the construction phase; and

WHEREAS, the funding for this overage will be provided from the account entitled "Sewer/Wastewater Services / Professional Services / General", Account Number 402-35-02-535-31-10, as confirmed by the City's Finance Department.

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 hereby approves Change Order No. 1 for the Lift Station Generators Project (Lift Stations 1, 2 and 3) in an amount not to exceed Seventy Thousand Two Hundred Thirteen Dollars and Ninety Cents (\$70,213.90).

Section 3. That funding in the amount of \$70,213.90 will be appropriated from the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-02-535-63-10. Upon approval of this request, a budget transfer will be processed from Sewer/Wastewater Services / Professional Services / General Account No. 402-35-02-535-31-10 into the Sewer/Wastewater Services / Infrastructure Improvements other than Bldgs. Account No. 402-35-02-535-63-10.

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

Section 5. That this Resolution shall become effective upon its passage and adoption.

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 Marco Salvino _____

Commissioner Tamara James _____

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. BOUTIS
CITY ATTORNEY



City of Dania Beach Parks & Recreation Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

SUBJECT: Approval of the ranking of qualified management firms and authorizing the City Administration to execute an agreement with Performance Pups, Inc. for Operational Management of Tigertail Lake Dog Diving Dock/Dog Park.

Request:

The Parks and Recreation Department is requesting approval of the ranking of qualified management firms and authorizing the City Administration to execute an agreement with Performance Pups, Inc. for Operational Management of Tigertail Lake Dog Diving Dock/Dog Park for an initial term of ten (10) years with the option of two, three-year renewals that can be authorized and approved by the City Manager.

Background:

The Department of Parks and Recreation operates Tigertail Lake Dog Diving Dock/Dog owned by the City of Dania Beach, located at 580 Gulf Stream Way.

The Department has traditionally executed a yearly 70/30 independent contractor agreement for the management of the park as the Department contracts out the management operation of it.

The Department, along with procurement and legal determined that the contracted operations would better be suited through an executed agreement versus an independent contractor agreement. Therefore, on November 1, 2024 the city advertised RLI #24-029 to solicit letters of interest from qualified management firms for the Operational Management of Tigertail.

On December 2, 2024 we received letters of interest from two qualified firms. A committee comprised of the Deputy City Manager Candido Sosa-Cruz, Chief Human Resource Officer Linda Gonzalez and Director of Parks and Recreation Cassi Waren, met on January 7, 2025, to discuss the letters of interest received and rank the firms as follows:

Firm	Rank
Performance Pups, Inc	1 st
HZIP LLC	2 nd

The Parks and Recreation Department recommends that the City Commission accept these

rankings and authorize City Administration to execute the agreement with the first-ranked firm, Performance Pups, Inc., for an initial ten-year term with the option for two, three-year approvals that may be authorized and approved by the City Manager.

Budgetary Impact

There is a revenue impact from the fees generated from the operation of the park.

Recommendation

Approval of the ranking of qualified management firms and authorizing the City Administration to execute an agreement with Performance Pups, Inc. for Operational Management of Tigertail Lake Dog Diving Dock/Dog Park for an initial term of ten (10) years with the option of two, three-year renewals that can be authorized and approved by the City Manager

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE RANKING OF QUALIFIED MANAGEMENT FIRMS AND AUTHORIZING THE CITY ADMINISTRATION TO EXECUTE AN AGREEMENT WITH PERFORMANCE PUPS, INC. FOR OPERATIONAL MANAGEMENT OF TIGERTAIL LAKE DOG DIVING DOCK/DOG PARK FOR AN INITIAL TERM OF TEN (10) YEARS, WITH THE OPTION OF TWO, THREE YEAR APPROVALS THAT CAN BE AUTHORIZED BY THE CITY MANAGER; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach owns and operates Tigertail Lake Dog Diving Dock/Dog Park located at 580 Gulf Stream Way; and

WHEREAS, the City has traditionally executed an yearly 70/30 independent contractor agreement for the management of the Park; and

WHEREAS, on November 1, 2024, the City advertised RLI #24-029 to solicit letters of interest from qualified management firms; and

WHEREAS, on December 2, 2024, the City received letters of interest from two (2) qualified firms and a committee comprised of the Deputy City Manager Candido Sosa-Cruz, Chief Human Resource Officer Linda Gonzalez and Director of Parks and Recreation Cassi Warren, met on January 7, 2025, to discuss the letters of interest received and rank the firms; and

WHEREAS, the firms were ranked as follows:

Firm	Rank
Performance Pups, Inc	1 st
HZIP LLC	2 nd ; and

WHEREAS, the Parks and Recreation Department recommends that the City Commission accept these rankings and authorize City Administration to negotiate final terms and execute an agreement with the first ranked firm, Performance Pups, Inc., for an initial ten-year term with the option for two, three year renewals that can be authorized by the City Manager, which agreement is attached as Exhibit “A” and incorporated into this resolution by this reference.

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

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

Section 2. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 3. That the City Administration is authorized to execute an agreement with Performance Pups, Inc. for an initial ten-year term and two additional three year renewals that the City Manager can authorize, which agreement is attached as Exhibit “A” and incorporated into this resolution by this reference.

Section 4. That the management fee is 70% of the total revenue brought in on a monthly basis.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

CONCESSION AGREEMENT
between
CITY OF DANIA BEACH, FLORIDA
And
PERFORMANCE PUPS, INC.
for
DOG DOCK AND DOG PARK OPERATION AT BILL METCALF SAILING CENTER /
TIGERTAIL LAKE PARK

This is a Concession Agreement ("Agreement"), made and entered into by and between: CITY OF DANIA BEACH, a political subdivision of the state of Florida, hereinafter referred to as "CITY,"

AND

PERFORMANCE PUPS, INC., a Florida corporation, hereinafter referred to as "CONCESSIONAIRE."

WHEREAS, CITY owns and operates Tigertail Lake Park (the "Park") for the recreation and enjoyment of Park patrons; and

WHEREAS, CITY desires to contract with CONCESSIONAIRE for the provision of the operation and maintenance of Dog Dock and Dog Park Services; NOW, THEREFORE,

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

ARTICLE 1.0
DEFINITIONS AND IDENTIFICATIONS

- 1.1 Agreement - means this document, Articles 1 through 39 inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 Board - The CITY Commissioners.
- 1.3 Dog Dock – The lake area, structures, and supporting equipment and fixtures, and other improvements for the Dog Dock and Dog Park within a portion of Tigertail Lake Park.

ARTICLE 2.0
SCOPE OF SERVICES

- 2.1 CITY hereby grants unto CONCESSIONAIRE and CONCESSIONAIRE hereby accepts from CITY, the right to use the designated Park area as described in Article 8 (the "Property"), for the operation and maintenance of a dog jumping dock and dog park and special functions relating to dog dock jumping (the "Services"). CONCESSIONAIRE shall collect all fees relating to its operations at the Park. Notwithstanding any laws to the contrary, this Agreement shall not be construed as a lease agreement granting CONCESSIONAIRE an interest in said public property.
- 2.2 CONCESSIONAIRE shall perform all work identified in this Agreement. The parties agree that the Scope of Services is a description of CONCESSIONAIRE'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 CONCESSIONAIRE impractical, illogical, or unconscionable.
- 2.3 All duties, obligations, and responsibilities of CONCESSIONAIRE required by this Agreement shall be completed by CONCESSIONAIRE in a reasonable and timely manner. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 3.0
TERM

- 3.1 CITY hereby grants to CONCESSIONAIRE a term of Ten (10) years. The term of this Agreement shall commence on the date of approval by CITY ("Effective Date"). Any term extension under these circumstances is subject to CITY and CONCESSIONAIRE mutually agreeing to same via an amendment to this Agreement. Such extension, to be valid, would require approval by CITY's Commissioners.

ARTICLE 4.0
EXCLUSIVITY

- 4.1 The rights granted to CONCESSIONAIRE under this Agreement are exclusive only for the Facility area at the Park or originating from within the Park.

ARTICLE 5.0
ADDITIONAL SERVICES AND SPACE

- 5.1 CITY may allow CONCESSIONAIRE to provide additional services and/or use additional space within the Park upon such terms as the parties may agree to in writing. Such additional services must follow the theme of, and be within the scope of, the approved purpose of this Agreement.

ARTICLE 6.0
CONSTRUCTION

- 6.1 Any construction desired by CONCESSIONAIRE for or relating to the Dog Dock is subject to prior written approval by CITY.
- 6.2 All structures and other approved permanent improvements now existing at the Facility, or constructed during the term of this Agreement at the Facility by CONCESSIONAIRE shall be the property of CONCESSIONAIRE and shall become the property of CITY only upon the expiration of this Agreement or other termination as provided for herein. The Concessionaire shall be responsible for the condition of the Dog Dock, and the used area, including but not limited to the Dog Dock, electrical components, pipes, etc.
- 6.3 CONCESSIONAIRE shall indemnify and hold harmless CITY, its officers, agents, servants, and employees from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONCESSIONAIRE and persons employed or utilized by CONCESSIONAIRE in the performance of any approved construction activities under this Agreement. These indemnifications shall survive the term of this Agreement.

ARTICLE 7.0
CONCESSIONAIRE'S MARKETING

- 7.1 CONCESSIONAIRE will use its best efforts to reasonably market, advertise, and promote the Dog Dock as an outdoor recreation amenity open to the public. CITY agrees to include the Dog Dock at the Park in CITY's Parks and Recreation Division relevant promotional or informational materials.

ARTICLE 8.0
PROPERTY DESCRIPTION

- 8.1 That portion of Tigertail Lake Park, located at Anglers Road, Dania Beach, Florida designated for the provision of the Dog Dock Services as referenced herein and in Exhibit "A," attached hereto and made a part hereof.

ARTICLE 9.0
FEES CHARGED BY CONCESSIONAIRE

- 9.1 All fees charged the public by CONCESSIONAIRE shall be approved by the CITY.
- 9.2 Fees charged to the public by CITY are subject to review and approval by the CITY. CITY will notify CONCESSIONAIRE of changes to CITY fees at the Park.

ARTICLE 10.0
PERCENTAGE FEES

- 10.1 CONCESSIONAIRE shall pay CITY compensation of thirty (30) percent of the net receipts derived from the operation of the Dog Dock. The term "net receipts" is further described and defined in Article 11 below. Such compensation shall be due and payable to CITY on or before the fifteenth (15th) day of each month during the term hereof or any extension thereof agreed to by the parties.

ARTICLE 11.0
NET RECEIPTS

- 11.1 The term "Net Receipts" as used in this Agreement means all monies paid or payable to or considerations of determinable value received by CONCESSIONAIRE for sales made, transactions had, or for services rendered, from all sources, in the operations of this Agreement regardless of when or where the order therefore is received or the goods delivered or services rendered, whether paid or unpaid, whether on a cash or credit basis or in consideration of any other thing of value less the following expenses, including, but not limited to: advertising costs, port-o-let, maintenance and repairs, upgrades and modifications to equipment, signage, sale tax, and other expenditures reasonable and necessary to run the Dog Dock. Sales refunds, returned merchandise, and any taxes imposed by law paid by the customer and directly payable by CONCESSIONAIRE to a taxing authority, are not included as Net Receipts. Insurance proceeds shall not be included in "Net Receipts."

ARTICLE 12.0
SALES TAX

- 12.1 CONCESSIONAIRE shall be liable for the prevailing state of Florida Sales and Use Tax imposed on Rent on the amounts payable to CITY under this Agreement. This Sales and Use Tax shall be payable to CITY which in turn will remit same to the Department of Revenue.

ARTICLE 13.0
REPORTS AND RECORDS

- 13.1 CONCESSIONAIRE shall maintain during the term of this Agreement all books of account, reports, and records customarily used in this type of operation and such records as are necessary to document its activities pursuant to this Agreement and all monies collected hereunder, not limited to net receipts.
- 13.2 Upon written request by the City, CONCESSIONAIRE shall furnish to the CITY a report of net receipts during the preceding calendar month.

ARTICLE 14.0
STRUCTURE(S) AND AMENITIES

- 14.1 All equipment and personal property furnished by CONCESSIONAIRE shall be suitable for its intended purpose, for solely dog use.
- 14.2 It shall be the responsibility of CONCESSIONAIRE, or designee, to coordinate maintenance, repair, and activities responsibilities of each so as to best serve and interact with the public.
- 14.3 CONCESSIONAIRE agrees to maintain the Dog Dock area in the same condition, order, and repair as at the commencement of operations and after any improvements are made, excepting only reasonable wear and tear arising from the use thereof under this Agreement. Concessionaire shall be responsible for daily maintenance of the Dog Dock and surrounding area.

ARTICLE 15.0
CITY APPROVAL

- 15.1 CITY reserves the right to approve all matters specifically referenced in this Agreement, and all matters reasonably deemed pertinent to the administration of this Agreement, including but not limited to the following:

15.1.1 Signage.

15.1.2 Equipment, provided that in all events the replacement of any equipment with comparable equipment suitable for the purpose intended shall not require the approval of CITY.

Further, it is understood by CONCESSIONAIRE that should any of the above items be disapproved, CONCESSIONAIRE may offer alternative solutions. Any approval required of CITY shall not be unreasonably withheld.

ARTICLE 16.0
OPERATING SCHEDULE

- 16.1 The PARTIES shall work together to set an operation schedule for the Services. Sufficient CONCESSIONAIRE attendants will be available to provide service in a business-like manner. The proposed schedule of hours is: 30 hours per week, through Summer (non-daylight savings (March 2nd, through November 2nd and 24 hours per week during Standard time (November 3rd through March 1st, 2025) spread over a minimum of six days per week.

ARTICLE 17.0
QUALITY OF CONCESSIONAIRE'S SERVICES

- 17.1 CONCESSIONAIRE shall conduct its operations in a business-like manner in accordance with this Agreement.
- 17.2 CONCESSIONAIRE shall furnish good, prompt, and efficient service adequate to meet all reasonable demands therefore.

ARTICLE 18.0
FACILITIES AND SERVICES PROVIDED BY CITY

CITY shall provide the following:

- 18.1 Water facilities as existing at the time of execution of this Agreement.
- 18.2 Non-exclusive parking as existing at the time of execution of this Agreement. CITY and CONCESSIONAIRE agree to closely interact and cooperate regarding special parking needs for special events.

ARTICLE 19.0
FACILITIES, EQUIPMENT, AND SERVICES

- 19.1 CITY, at its sole cost, shall provide and/or maintain at the Facility: All maintenance and repair to Dog Dock, renovations and improvements for its operations. CITY is responsible for maintenance and repair of its structures and other improvements at the Park, namely the existing improvements at the Facility at the time of commencement of this Agreement, plus any improvements made by or for CITY at the Facility during the term of this Agreement.

ARTICLE 20.0
EQUIPMENT, FURNISHINGS AND SIGNAGE

- 20.1 All equipment, furnishings, signage, and advertising installed, removed, or replaced by CONCESSIONAIRE shall be in keeping with the appropriate standards of decor at the Facility. CITY reserves the right to approve any such equipment, signage, and advertising prior to or following such installation. Currently CONCESSIONAIRE simply provides one sign entitled "Performance Pups". All other equipment, furnishing, etc., belong to the City.
- 20.2 CONCESSIONAIRE shall not alter or modify any portion of the Facility without first obtaining written approval from CITY's Contract Administrator.

ARTICLE 21.0
MAINTENANCE

- 21.1 CITY shall keep and maintain its structures, fixtures, equipment and operations in good working order and repair and in the same clean and orderly condition as it existed at the commencement of operations, reasonable wear and tear excepted. CITY shall assume the entire responsibility for all repair and maintenance whatsoever for its property and operations. However, CONCESSIONAIRE shall have the duty of advising the City of any needed repairs or hazards. CONCESSIONAIRE shall keep the Facility and Improvements within in a clean and orderly condition and appearance at all times.

ARTICLE 22.0
DAMAGES

- 22.1 CONCESSIONAIRE shall repair all damage to the Park property contained therein caused by CONCESSIONAIRE, its employees, agents, or independent contractors contracting with CONCESSIONAIRE. CONCESSIONAIRE shall notice the City of any damages to the dock, fence, or facility.

ARTICLE 23.0
LIABILITY FOR DAMAGE OR INJURY

- 23.1 CITY shall not be liable for any damage or injury which may be sustained by any party or persons at the Facility or utilizing CONCESSIONAIRE's operations.

ARTICLE 24.0
INGRESS AND EGRESS; RIGHT OF QUIET ENJOYMENT

- 24.1 CITY represents and warrants that during the term hereof, CONCESSIONAIRE, its agents, employees, patrons, invitees, suppliers of services and furnishers of materials, shall have right of ingress and egress to and from its operations in the Park. Nonexclusive parking shall be available for CONCESSIONAIRE and CONCESSIONAIRE's employees.

ARTICLE 25.0
ASSIGNMENT AND SUCCESSORS IN INTEREST

- 25.1 CONCESSIONAIRE shall not assign, transfer, mortgage, pledge, nor otherwise encumber this Agreement, nor any portion thereof, without written approval of CITY which shall not be unreasonably withheld. Unapproved assignment, transferring, mortgaging, pledging, or encumbering shall be grounds for immediate termination of this Agreement except as herein provided.
- 25.2 Notwithstanding anything to the contrary contained in this Agreement, CONCESSIONAIRE shall have the right to encumber its interest in all CONCESSIONAIRE-owned furnishings, equipment and personal property from time to time by appropriate instrument if said property is not deemed a fixture. Any equipment, furnishings or personal property attached to the real property which cannot be removed

without significant alterations being required will be deemed a fixture.

- 25.3 It is agreed that all terms and conditions of this Agreement shall extend to and be binding on assignees and other successors as may be approved by CITY. CONCESSIONAIRE shall be liable for acts and omissions by any subcontractor affecting this Agreement to the extent CONCESSIONAIRE would be liable if such act or omission was committed by CONCESSIONAIRE.

ARTICLE 26.0
OWNERSHIP OF CONCESSIONAIRE

- 26.1 The ownership of CONCESSIONAIRE is very important to CITY. Therefore, CITY reserves the right to terminate this Agreement any time a change in ownership involving more than 50 percent (50%) of the ownership of CONCESSIONAIRE has not been specifically approved by CITY. CITY shall reject any proposed new owner on any reasonable ground. CONCESSIONAIRE agrees to provide to CITY within three (3) business days after receipt of written notice from the CITY requesting same, an accurate list of all owners of CONCESSIONAIRE, showing the percentage of ownership of each owner.

ARTICLE 27.0
INDEMNIFICATION

- 27.1 The selected CONCESSIONAIRE shall, in addition to any other obligation to indemnify the CITY and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the CITY, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:
- (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from it or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the CONCESSIONAIRE, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
 - (b) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by CONCESSIONAIRE in the performance of the work;
 - (c) liens, claims, actions made by the CONCESSIONAIRE or other party performing the work;

ARTICLE 28.0
INSURANCE

- 28.1 The CONCESSIONAIRE shall not commence work under this Agreement until it has obtained all insurance required by the CITY, as specified below and coverages and insurance have been approved by the Risk Manager of the CITY. In addition, CONCESSIONAIRE shall be responsible for any policy deductibles and self-insured retentions.
- 28.2 CONCESSIONAIRE shall file Certificates of Insurance with the CITY, reflecting evidence of the coverages. They shall be filed with the CITY's Risk Manager within fourteen (14) days of the date the Agreement is fully executed. The Certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to the CITY. Policies for coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than "A" in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide.
- 28.3 Coverages shall be in force until the term of the Agreement expires. In the event insurance certificates provided to CITY indicate that the insurance shall terminate and lapse during the period of the Agreement, then in that event, the CONCESSIONAIRE shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement and any extension of it is in effect. **THE CONCESSIONAIRE SHALL NOT PERFORM OR CONTINUE TO WORK PURSUANT TO THIS CONTRACT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT, SUCH DELAY BEING SUBJECT TO ANY APPLICABLE PROVISIONS DESCRIBED IN THE CONTRACT.**

INSURANCE REQUIREMENTS.

- 28.4 CONCESSIONAIRE shall provide, pay for and maintain in force at all times during the term of this Agreement, such insurance, including Workers' Compensation insurance and Comprehensive General Liability insurance as stated below:
- A. General Liability Insurance is to include bodily injury, broad form property damage, products and completed operations, blanket contractual liability with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate. CITY shall be a "named insured" under this policy, and CITY shall be provided a certificate of insurance evidencing coverage and named insured status on the policy.

- B. Unless exempt under Florida law, Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the CONCESSIONAIRE or its employees.

Employer's Liability. Minimum limits of One Hundred Thousand Dollars (\$100,000.00) per employee, per accident; \$100,000.00 disease aggregate; and \$100,000.00 per employee, per disease for all personnel on the premises. In the event the CONCESSIONAIRE has "leased" employees, the CONCESSIONAIRE or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the premises.

- C. Comprehensive General Liability insurance, including contractual, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for bodily injury liability and property damage liability. The City shall be included as a "named insured" under this policy, and Owner shall be provided a certificate of insurance evidencing coverage and named insured status on the policy.
- D. If CONCESSIONAIRE owns an automobile, Automobile Liability insurance covering owned, hired, and non-owned vehicles with a minimum limit of One Million Dollars (\$1,000,000.00) per occurrence with combined single limit. The CITY shall be included as a "named insured" under this policy, and CITY shall be provided a certificate of insurance evidencing coverage and named insured status on the policy.
- E. If CONCESSIONAIRE hires a subcontractor for any portion of any work, then such subcontractor shall provide general liability insurance with minimum limits of liability of One Million Dollars (\$1,000,000.00).
- F. The CONCESSIONAIRE shall provide the Risk Manager of the CITY Certificates of Insurance for coverages and policies required by this Agreement. All certificates shall state that the CITY shall be given thirty (30) days' advance notice prior to expiration or cancellation of any policy. Such policies and coverages shall not be affected by any other policy of insurance which the CITY may carry in its own name. All certificates (of insurance) must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract.

ARTICLE 29.0 TERMINATION BY CITY

- 29.1 The occurrence of any of the following shall cause this Agreement to be terminated without notice by CITY at its sole discretion upon the terms and conditions set forth below:

29.2 Termination without Notice:

- 29.2.1 Assignment by CONCESSIONAIRE for the benefit of creditors.
 - 29.2.2 Abandonment or discontinuation by CONCESSIONAIRE of operations hereunder "Discontinuation" shall mean any closing (other than a scheduled closing or closing necessitated by acts beyond the control of CONCESSIONAIRE) or failure to provide all services or amenities for thirty (30) consecutive days or more. "Abandonment" shall mean an implied or expressed repudiation or renunciation of any operations under this Agreement or any material part thereof.
 - 29.2.3 The discovery of any material or fraudulent statement in CONCESSIONAIRE's proposal leading to award of this Agreement, which significantly affects CONCESSIONAIRE's qualifications to perform under this Agreement following notice by CITY and an opportunity within thirty (30) days for CONCESSIONAIRE to explain the matter to the satisfaction of CITY, termination of this Agreement shall occur without further notice required.
 - 29.2.4 Unapproved change of ownership interest in CONCESSIONAIRE.
 - 29.2.5 Failure to cease immediately, after notice by hand-delivery or overnight courier, any activity which causes limitation of CITY's use of the Park, unless the nature of the activity is such that it is not possible for CONCESSIONAIRE to immediately cease the activity and CONCESSIONAIRE has begun corrective action to remedy the situation and is diligently pursuing the matter until corrected.
 - 29.2.6 CONCESSIONAIRE falls sixty (60) days past the due date for any sum or sums due CITY under this Agreement.
 - 29.2.7 Any illegal conduct or activity by CONCESSIONAIRE or by an employee of CONCESSIONAIRE, upon CONCESSIONAIRE's failure to take corrective action within forty-eight (48) hours after receipt of written notice from CITY.
- 29.3 Termination after a fourteen (14) day written notice by certified mail to any known address of CONCESSIONAIRE set forth herein, Notices, for any condition posing a threat to the health or safety of the public or patrons and not remedied by CONCESSIONAIRE within the fourteen (14) days. CITY may extend the remedy period beyond fourteen (14) days if CONCESSIONAIRE cannot complete within fourteen (14) days and is demonstrating due diligence to comply. A request for an extension shall not be unreasonably withheld.
- 29.4 Termination after a thirty (30) day written notice by certified mail to any known address of CONCESSIONAIRE for any of the following:

- 29.4.1 Nonperformance of any covenant of this Agreement and failure of CONCESSIONAIRE to remedy such breach.
- 29.4.2 The conduct of any activity or the merchandising of any product or service not specifically authorized herein.
- 29.4.3 A judicial dismissal of litigation instituted by CONCESSIONAIRE against CITY where the court finds there was a complete absence of a justiciable issue of either law or fact.
- 29.5 In the event CITY terminates this Agreement pursuant to Sections 29.1, 29.2, or 29.3 above, any Capital Improvements made at the Facility shall become the property of CITY, not to include CONCESSIONAIRE's personal property.
- 29.6 Notice for termination as specified under Sections 29.2 and 29.3 above may be sent by CITY's Contract Administrator in the same manner as described in Section 33.5, Notices.
- 29.7 In the event of termination as provided for in this Article, the termination shall be deemed effective without the necessity of any further legal proceeding, including, but not limited to, eviction or ejectment proceedings.

ARTICLE 30.0
TERMINATION BY CONCESSIONAIRE

- 30.1 CONCESSIONAIRE shall have the right upon thirty (30) calendar days from receipt of written notice by certified mail to CITY to terminate this Agreement at any time after the occurrence of one (1) or more of the following events:
- 30.2 Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Dog Dock for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.
- 30.3 A breach by CITY of any of the terms, covenants, or conditions contained in this Agreement and the failure of CITY to remedy such breach or show diligent effort to remedy same for a period of thirty (30) calendar days after receipt of written notice from CONCESSIONAIRE sent in accordance with Section 33.5, Notices, of the existence of such breach.
- 30.4 The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control or use of the operations area, or any substantial part, or parts, thereof in such a manner as to substantially restrict CONCESSIONAIRE's operations for a period of sixty (60) calendar days or more.

ARTICLE 31.0
REMOVAL OF PROPERTY FOLLOWING TERMINATION OF CONTRACT

- 31.1 CONCESSIONAIRE, within ninety (90) calendar days following the termination of this Agreement, shall forthwith remove all of its personal property from the Property. Any personal property of CONCESSIONAIRE not removed in accordance with this Article within ninety (90) days following termination of this Agreement shall become property of CITY subject to CITY's right to recover disposal costs incurred, if any. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by CONCESSIONAIRE, except those permanently affixed to buildings or structures, as defined under the laws of the state of Florida, shall be the personal property of CONCESSIONAIRE.
- 31.2 CITY shall have the first right of refusal within forty-five (45) days of termination of this Agreement to elect to purchase any portion of CONCESSIONAIRE's personal property for the Dog Dock and pay to CONCESSIONAIRE the fair market value thereof if and as mutually agreed by the parties hereto.
- 31.3 In the event CONCESSIONAIRE constructs capital improvements at the Park, and in the event CONCESSIONAIRE has not maintained said improvements in reasonably good condition during this Agreement's term, CONCESSIONAIRE agrees to be liable to CITY for the reasonable repair or demolition/removal cost of said improvements following this Agreement's termination.

ARTICLE 32.0
MISCELLANEOUS

32.1 OWNERSHIP OF DOCUMENTS

32.1.1 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. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONCESSIONAIRE, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONCESSIONAIRE to the CITY within seven (7) days of termination of this Agreement by either party. Any compensation due to CONCESSIONAIRE shall be withheld until all documents are received as provided herein.

32.2 AUDIT RIGHT AND RETENTION OF RECORDS

32.2.1 CITY shall have the right to audit the books, records, and accounts of CONCESSIONAIRE that are related to this Project. CONCESSIONAIRE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONCESSIONAIRE 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, CONCESSIONAIRE shall make same available at no cost to CITY in written form.

32.2.2 CONCESSIONAIRE shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), 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 Act is determined by CITY to be applicable to CONCESSIONAIRE's records, CONCESSIONAIRE shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONCESSIONAIRE. 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.

32.3 INDEPENDENT CONTRACTOR

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

32.4 THIRD PARTY BENEFICIARIES

Neither CONCESSIONAIRE nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

32.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR CITY:

Ana M. Garica, City Manager
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

WITH COPY TO:

Eve A. Boutsis, City Attorney
City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

FOR CONCESSIONAIRE:

Performance Pups, Inc.
Attn: Neil Hennessy, President
10325 NE 10 Lane
Silver Springs, Florida 34488

32.6 ASSIGNMENT AND PERFORMANCE

32.6.1 Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CONCESSIONAIRE shall not subcontract any portion of the work required by this Agreement.

32.6.2 CONCESSIONAIRE 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.

32.6.3 CONCESSIONAIRE shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONCESSIONAIRE'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.

32.7 COMPLIANCE WITH LAWS

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

32.8 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONCESSIONAIRE elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

32.9 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

32.10 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, CONCESSIONAIRE and CITY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

32.11 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 Board and CONCESSIONAIRE or others delegated authority to or otherwise authorized to execute same on their behalf.

32.12 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.

32.13 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant 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.

32.14 REMEDIES

In the event of a breach of any of the terms or conditions of this Agreement, it is specifically acknowledged and agreed that either party shall, in addition to all other

remedies which may be available herein or in law or equity IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFIT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

32.15 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

32.16. SOVEREIGN IMMUNITY.

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

- a. Claims based upon any alleged breach by the CONCESSIONAIRE of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONCESSIONAIRE. All obligations of the CONCESSIONAIRE are only as set forth in this Agreement;
- b. Claims based upon negligence or any tort arising out of this Agreement;
- c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, CONCESSIONAIREs, agents, or any CONCESSIONAIRE employee;
- d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the CONCESSIONAIRE and Contractor.

Verification of Employment Eligibility. CONCESSIONAIRE represents that CONCESSIONAIRE has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If CONCESSIONAIRE violates this section, the City may immediately terminate this Agreement for cause and CONCESSIONAIRE shall be liable for all costs incurred by Municipality due to the termination.

32.17 NONDISCRIMINATION

CONCESSIONAIRE shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin or sexual orientation. CONCESSIONAIRE and CONCESSIONAIRE's employees shall not discriminate against any person because of race, color, age, creed, sex, sexual orientation or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

32.18 RESERVATION OF AUTHORITY.

32.18.1 Rights Reserved.

Any rights not expressly granted herein by the City to CONCESSIONAIRE are reserved by the City.

32.18.2 Regulatory Approval.

The City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Concession or any operations at the Concession. Nothing herein shall be deemed to create an affirmative duty of the City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

32.18.3 Public Safety

The City may in its sole discretion limit or restrict access to the Park if it deems it necessary for public safety.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

CONCESSIONAIRE:

WITNESSES:

Performance Pups, Inc., a Florida
Corporation

Signature

NEIL HENNESSY, President

PRINT Name

Date: _____

Signature

PRINT Name

STATE OF FLORIDA

COUNTY OF _____

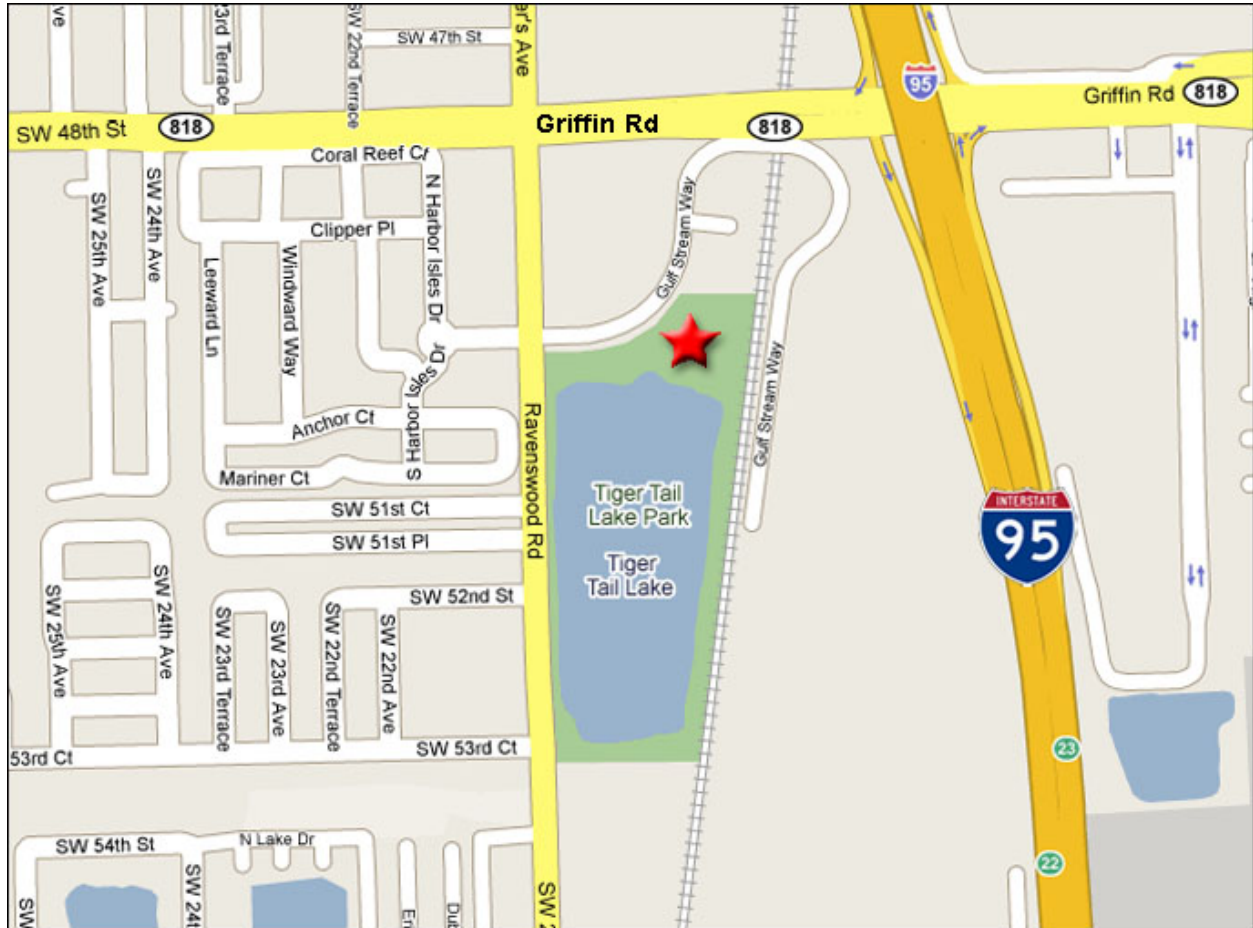
The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 20__, by _____,
as _____ of _____, a Florida _____.
He/She is personally known to me or has produced _____
as identification.

My Commission Expires:

NOTARY PUBLIC
State of Florida

EXHIBIT “A”

LOCATOR MAP





City of Dania Beach Public Services Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

SUBJECT: **AUTHORIZATION TO AWARD ITB NO. 24-032 “SW 34th TERRACE DRAINAGE PROJECT” TO BASILE USA LLC**

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Bid (“ITB”) No. 24-032 “SW 34th Terrace Drainage Project” to Basile USA LLC.

Background:

The City Commission authorized the SW 34th Terrace Drainage Project (Project) in 2024 to address a long section of the roadway that is prone to heavy flooding even in instances of moderate rain. The Public Services Department (PSD) engaged Chen Moore and Associates (CMA) as the project engineer and proceeded to work with the Procurement Division to complete the bid process for the Project’s construction. The bids, listed below, were opened in December 2024 and reviewed by the selection committee and CMA. The evaluation resulted in the selection of Basile USA LLC as the lowest and most qualified bidder.

RESPONDENT

FEE

1. JRL Underground Utilities, INC.	\$531,736.35
2. Basile USA LLC.	\$1,235,920.72
3. FG Construction, LLC	\$1,688,442.22
4. Metro Express Inc	\$2,106,123.40
5. Pabon Engineering, Inc	\$2,029,510.00

Budgetary Impact

This project will contain a five percent (5%) contingency of \$61,796.00 bringing the total project cost to \$1,297,716.72. The Florida Department of Environmental Protection provided a grant of \$500,000 (authorized by City Commission in October 2024). Funding for the remaining \$797,716.72 will be appropriated from the Stormwater Mgmt. Infrastructure Improvements Account No. 403-38-31-538-63-10.

Recommendation

PSD recommends approval to award Bid (“ITB”) No. 24-032 “SW 34th Street Drainage Project” to Basis USA LLC.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 24-032, ENTITLED “SOUTHWEST 34TH TERRACE DRAINAGE PROJECT” TO BASILE USA LLC, IN AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED NINETY-SEVEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS AND SEVENTY-TWO CENTS (\$1,297,716.72); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission authorized the SW 34th Terrace Drainage Project (Project), along with other neighborhood drainage projects, to address chronic flooding; and

WHEREAS, the Public Services Department (PSD) engaged Chen Moore and Associates to design, prepare construction documents, pull permits, and provide post-design services for the Project; and

WHEREAS, on December 18, 2024, the City received five (5) responses to ITB No. 2024-032, shown below:

- | | |
|------------------------------------|---------------------|
| 1. JRL Underground Utilities, INC. | \$531,736.35 |
| 2. Basile USA LLC. | \$1,235,920.72 |
| 3. FG Construction, LLC | \$1,688,442.22 |
| 4. Metro Express Inc | \$2,106,123.40 |
| 5. Pabon Engineering, Inc | \$2,029,510.00; and |

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents, reviewed by the consultant project engineer, resulted in the selection of Basile USA LLC. as the lowest and most qualified; and

WHEREAS, on October 22, 2024, the City Commission approved \$500,000.00 in grant funding from the Florida Department of Environmental Protection (FDEP) for the SW 34th Terrace improvement project with R-2024-155; and

WHEREAS, on April 8, 2025, the City Commission adopted Ordinance No. 2025-06, which authorized the expenditure of funds exceeding one million dollars for SW 34th Terrace Drainage Project; and

WHEREAS the Project in the amount of \$1,235,920.72, will include a 5% contingency in the amount of \$61,796.00.

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 a contract with Basile USA LLC, Inc. for the 34th Terrace Drainage Project in an amount not to exceed One Million Two Hundred Ninety-Seven Thousand Seven Hundred Sixty-Six Dollars and Seventy-Two Cents (\$1,297,716.72).

Section 3. That funding will be appropriated from the Stormwater Mgmt. Infrastructure Improvements other than Bldgs. Account Number 403-38-31-538-63-10 in the amount not to exceed Seven Hundred Ninety-Seven Thousand Seven Hundred Sixty-Six Dollars and Seventy-Two Cents (\$797,716.72) and that Five Hundred Thousand Dollars (\$500,000.00) will be provided by State of Florida Department of Environmental Protection Standard Grant Agreement for the SW 34th Terrace Drainage Project (Agreement No. L0025).

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

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous ____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (“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 Basile USA LLC, with a mailing address of 3864 SW 30 Avenue, Fort Lauderdale, Florida 33312.

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

1. **Definitions.**

City. The City of Dania Beach, Florida.

City Code. The City of Dania Beach Code of Ordinances.

Force Majeure: Any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of such party including, but is not limited to fire, earthquakes, hurricanes, tornadoes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.

Governmental Approvals: All governmental and quasi-governmental approvals from applicable city, county and other agencies and authorities required to develop the Property, including, but not limited to, development of regional impact approvals, site plan approvals, comprehensive land use plan approvals, plat approvals and recordation, public dedications, environmental approvals, zoning approvals, building permits and all other governmental approvals required in connection with the development of any Improvements at the Property (and the expiration of all appeal periods with respect thereto), modification or vacation of easements or both, and other matters pertaining to the Property.

Governmental Authority. Any federal, state, county, municipal or other governmental department, entity, authority, commission board, bureau, court, agency, or any instrumentality of any of them now existing or hereafter created, having jurisdiction over the Property or any portion thereof.

Governmental Requirement. Any law, enactment, statute, code, ordinance, rule, regulation, judgment, decree, writ, injunction, order, permit, certificate, license, authorization, agreement, or other direction or requirement of any Governmental Authority now existing or hereafter enacted, adopted, promulgated, entered, or issued. Contractor shall comply with all Governmental Requirements applicable to the operations and Property, including, without limitation, those prohibiting discrimination by reason of race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, or handicap in the development, construction, management, Agreement, use, occupancy of the operation and Property or any portion thereof.

Work. The labor and materials required to complete the construction of the Improvements on the Property, and any related buildings or structures not located on the Property, in a good and workmanlike manner in accordance with the Plans and all applicable Governmental Requirements.

2. Scope of Services. The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s ITB (Invitation to Bid) No. 24-032 entitled “Southwest 34th Terrace Drainage Project”, which ITB is incorporated by this reference into this Agreement as Exhibit “A”. The reference to Exhibit “A”. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The Services are identified and described in the Contractor’s Bid Form as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

4. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

4.1 Code Related Inspections. The Contractor recognizes that the City of Dania Beach, Development Services Department, is a department within the City of Dania Beach, separate and apart from the City of Dania Beach’s Engineering Department, that is charged with the inspection of improvements to real property for code compliance. The Contractor agrees that it will not assert, as a City caused delay, or as a defense of any delay on the part of the Contractor, any good-faith action or series of actions on the part of the Development Services Department, including, but not limited to, the Development Services Department’s refusal to accept any portion of the Contractor's Work. If it is ultimately determined by the Architect and City that such delay was not the result of Contractor's failure to comply with the Agreement Documents, the Contractor may be entitled to make a claim for extension of Agreement Time only as its exclusive remedy, in accordance with the terms of the Agreement.

4.2 Commercial Activities. Contractor shall not establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on lands owned or controlled by City. Contractor shall not allow its employees to engage in any commercial activities on the site.

4.3 Cooperation With Others. City and other contractors may be working at the site during the performance of this Agreement. Contractor shall fully cooperate with the City, City's designated Representative, and other separate contractors to avoid any delay or hindrance of their work. City may require that certain facilities be used concurrently by Contractor and other parties, and Contractor shall comply with such requirements. The City shall provide for coordination of the activities of the City's own forces, and of each separate contractor, with the Work of the Contractor, who shall cooperate and participate with other separate contractors and the City in reviewing their construction schedules.

4.3 The below listed documents are to be used by the Contractor and City during the administration of this Agreement. Additional administrative forms may supplement this list upon written notice by the City (or City's Project representative). City reserves the right to modify these forms as it deems necessary. Contractor shall maintain logs for Items A-K and provide to City monthly.

- A. Request for Information
- B. Field Instruction
- C. Field Bulletin
- D. Construction Change Proposal
- E. Change Order
- F. Construction Change Directive
- G. Submittal Transmittal
- H. Deficiency Report
- I. Non-Conformance Report
- J. Contractor's Daily Report
- K. Substitution Report

4.4 Contractor shall provide and maintain all utilities in work areas to meet the requirements of the Agreement. Such utilities shall be furnished by the Contractor and shall include, but not be limited to, the following:

- A. Public telephone service for the Contractor's use.
- B. Construction power as required at each point of construction.
- C. Water as required throughout the construction.

4.5 Prior to final acceptance of the Work, the Contractor shall, at its expense, satisfactorily remove and dispose of all temporary utilities developed to meet the requirements of the Agreement. The City will assume the utility costs directly related to its usage of areas in which the Work has been certified as Substantially Complete.

4.6 Coordination And Correlation Of Drawings And Specifications. The Contractor represents that the Contractor, its Subcontractors, material and equipment suppliers have carefully and diligently compared Phasing, Demolition, Landscaping, Architectural, Structural, Electrical, Underground, Civil and Site Drawings and Specifications, and have compared and reviewed all general and specific details on the Drawings. Contractor shall not be liable to the City for damages or costs resulting from errors, omissions, or inconsistencies in the Agreement Documents, or for differences between field conditions and the Agreement Documents, unless the Contractor recognized, or in the exercise of its due diligence, should have recognized the issue and knowingly failed to report it to the City. Contractor shall have the right to rely on the completeness and accuracy of information, Drawings, Specifications, and other Agreement Documents provided by the City or Design Consultants.

4.7 Agreement Interpretation. All claims of Contractor, and all questions the Contractor may have relating to interpretation or clarification of this Agreement, or its acceptable fulfillment shall be submitted immediately, in writing, to City for resolution. City, or its representatives, will render its determination concerning such resolution within an appropriate period, not to exceed five (5) calendar days, unless additional time is needed due to the novelty or complexity of the interpretation or clarification requested, which determination shall be considered final and conclusive unless Contractor files a timely written protest pursuant, as a Dispute. The Contractor's written protest shall state clearly and in detail the basis thereof, and the relief it seeks, if any. City will consider Contractor's protest and render its decision thereon within five (5) calendar days. If Contractor does not agree with the City's decision, the Contractor shall immediately deliver written notice to that effect to the City. If questions of interpretation are not responded to by the Architect or City within the time frame above, and in a manner so as not to impede the natural progress of the Work as scheduled, and such delay impacts the critical path of the Work, Contractor shall be entitled to adjustment in the performance time as its exclusive remedy. Contractor is solely responsible for requesting instructions or interpretations and is solely liable for any cost and/or expenses arising from its failure to do so. Contractor's failure to protest City's determinations, instructions, clarifications or decisions within five (5) calendar days after receipt thereof shall constitute a waiver by Contractor of all its rights to further protest, judicially or otherwise.

5. Date Of Commencement And Substantial Completion

5.1 The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

5.2 The Contractor shall achieve Substantial Completion not later than one hundred fifty (150)

calendar days and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

6. Payment for Services.

6.1 City agrees to pay Contractor a not-to-exceed fee of \$1,297,716.72, includes a six percent (6%) contingency fee based on the tasks and associated fees attached as Exhibit "B" and incorporated into the Agreement by this reference

6.2 No travel and meal costs will be reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, which costs shall be approved in writing in advance by the City. Any such costs are payable at the City reimbursement rate.

6.3 The Agreement Sum is based upon the cost agreed upon by the parties, for the satisfactory performance of the Work in accordance with the Agreement Documents.

6.4 The value of any construction Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Sum shall be determined in one of the following ways at the City's option:

(A) Where the Work involved is covered by unit prices contained in the Agreement Documents, by application of unit prices to the quantities of items involved without additional fees.

(B) By mutual acceptance of a lump sum price.

6.5 Contractor may expend funds only for allowable costs resulting from obligations incurred during the specified Agreement period.

6.6 Any balance of unobligated funds which have been advanced or paid must be refunded to the City.

6.7 Any funds paid in excess of the amount to which the Contractor or sub-contractor is entitled under the terms of the Agreement must be refunded to the City.

6.8 Any additional information as required in Section 215.97, Florida Statutes.

6.9 Any necessary additional work, as determined by City, which is not covered by the approved written proposal, shall not be undertaken without a written amendment to this Agreement executed by both parties in advance of any work.

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

7. Billing Procedure.

7.1 The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez, Director
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

7.2 The City will pay to the Contractor for the faithful performance of the Agreement, in lawful money of the United States, and subject to adjustments as provided in the Agreement Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

7.2.1 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

7.3 As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Agreement amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Agreement. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

7.4 Based upon Applications for Payment submitted to the City by the Contractor and Certifications of Payment issued by the City, the City shall make progress payments on account of the Agreement Sum to the Contractor as provided below, elsewhere in the Agreement Documents and in accordance with Part VII of Chapter 218, Florida Statutes, as it may be amended from time to time, entitled the "Local Government Prompt Payment Act."

7.5 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

(A) Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Agreement Documents. The Schedule of Values shall allocate the entire Agreement Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the City may require. This Schedule, unless objected to by the City, shall be used as a basis for reviewing the Contractor's Applications for Payment.

(B) Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

7.6 Subject to the provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

(A) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City. The Agreement may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until City acceptance of the Project and City has received evidence of satisfactory completion of the Agreement. On completion and acceptance of a part of the Work on which the price is stated separately in the Contract Documents, payment may be made in full, including retained percentages, less authorized deductions. Any interest earned on the retainage shall accrue to the benefit of the City.

(B) Subject to the provisions of the Agreement Documents, the amount of each progress payment shall be computed as follows:

(1) Payment for services performed may be made on a monthly basis upon approval of the Application for Payment by the designated official of the City. The Agreement may include phases of performance to be negotiated. There will be separate phases for design responsibilities and for construction responsibilities. Retainage will be withheld on all payments as authorized by state law until City acceptance of the Project and City has received evidence of satisfactory completion of the Agreement.

(2) Five percent (5%) of monies earned by the Contractor shall be retained by City until Substantial Completion and acceptance by City, except for the following items: General Conditions and self-performed work performed on a cost reimbursement basis, if any. Retainage will be released when the project has reached substantial completion as agreed upon by the City and contractor.

(C) City may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- (1) Defective Contractor or Subcontractor Work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
- (3) Failure of Contractor to make payments properly to subcontractors or for material or labor.

- (4) Damage to another subcontractor not remedied.
- (5) Failure of Contractor to provide any and all documents required by the Agreement Documents.

7.7 Application for Payment after the first Application shall be accompanied by a Certification of Payment form, provided by the City, from the Contractor and each Supplier and Subcontractor, in amounts equal to those stated in the PRIOR Application for the Contractor and each Subcontractor and each Subcontractor, Material/Labor Supplier so due payment. The Application for Payment for Retainage shall be accompanied by a final Certification of Payment and Release of Claim form from the Contractor, each Supplier and Subcontractor in amounts equal to those stated in the Schedule of Values.

8. Final Payment. Final payment, constituting the entire unpaid balance of the Agreement Sum, shall be made by the City to the Contractor when:

(A) the Agreement has been fully performed by the Contractor except for the Contractor's responsibility to correct nonconforming Work, if any, which obligation survives final payment and continues thereafter;

(B) a final Certification of Payment has been issued by the City; such final payment shall be made by the City not more than thirty (30) days after the issuance of the Contractor's final Certification of Payment;

(C) final Certification of Payment has been furnished from the Contractor, Suppliers and Subcontractors; and

(D) a Consent of Surety, if any, for final payment.

9. Payment and Performance Bond. The Contractor agrees that before commencing any work or construction the Contractor shall maintain, at all times, a valid payment and performance bond, consistent with the requirements contained in the ITB, attached as Exhibit B. The executed Bonds shall be attached to this Agreement as Exhibit C.

10. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

11. Florida Trench Safety Act. The Contractor shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Contractor's cost for compliance with the applicable trench safety standards.

12. Trash. Contractor shall be responsible for the daily removal of trash and debris from the

Project work sites and upon completion of the Project Work.

13. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- (A) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- (B) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- (C) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- (D) City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

14. Safety. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The Contractor shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments. Contractor, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

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

product warranties shall be registered in the City's name and for its sole benefit.

16. Construction Quality. Contractor agrees to perform all work ("Work") required to complete the construction of the Improvements on the Property in a good and workmanlike manner.

16.1 Standards of Construction. Any and all construction of Improvements shall be performed in such a manner as to provide that the Improvements shall: (i) Substantially comply with the Permitted Plans; (ii) Comply with the terms and provisions of this Agreement; and (iii) Comply with all applicable laws, ordinances, rules, regulations and procedures of all applicable Governmental Authorities.

16.2 Comply with Applicable Law. All Improvements constructed or installed by the Contractor, its agents, or contractors, shall conform to all applicable state, federal, county, and local statutes, ordinances, building codes, fire codes, and rules and regulations, as amended.

16.3 Contractor's Obligations During Construction. Prior to the Completion Date, Contractor shall:

- (A) Provide scaffolding, hoists, temporary structures, light, heat, power, toilets, temporary utility connections, equipment, tools and materials and other requirements for the performance of the Work;
- (B) Maintain the Property in a clean and orderly condition, at all times, taking into consideration the public beachfront nature of the Project, and remove all paper, cartons and other debris from the Property;
- (C) Preserve all properties adjacent to or leading to the Property, and restore and repair any such properties damaged as a result of construction of the Work, whether such properties are publicly or privately owned;
- (D) Implement and maintain at all times a comprehensive hurricane and flood plan for the Property and the Work, and provide a copy of same to the City, if requested;
- (E) Provide construction fencing.
- (F) As Built. Within one hundred twenty (120) days after the date a CO is issued for Improvements constructed by Contractor during the term of this Agreement, the Contractor shall at its expense, provide the City with a complete set of "as built" plans and specifications, including mylar reproducible "record" drawings, and, if available, one set of machine readable disks (or comparable) containing electronic data in an AUTOCAD format that meets the City's graphic standards of the "as-constructed" or "record" plans for such Improvements. The "as built" plans submitted by Contractor must show the square footage of each Improvement depicted in such plans.
- (G) Use diligent effort to complete the Work in a commercially reasonable time under the circumstances and in accordance with this Agreement. At all times make diligent effort to have proper supervision of the general contractor or other employees or agents of the Contractor upon the Property site.
 - (i) Employees Of The Contractor. Contractors shall only designate employees who are sufficiently skilled to provide the required services

specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

- (H) Contractor Progress Reports. At the request of City, Contractor will deliver written reports of the progress of construction to the City Manager or his or her designee.
- (I) City's Representative. The City may designate one or more employees or agents to be the City's Representative for the Project so that he or she may, subject to site conditions and during normal business hours, visit and the Property.
- (J) Certificates of Final Completion. After Contractor completes the Work, the City will deliver to Contractor, a recordable Certificate of Final Completion certifying that, to the best of the City's knowledge, Contractor has satisfied all its obligations to the City for the construction of the specified Improvements.

16.4 Site Conditions Contractor has the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, staging, parking, disposal, handling and storage of materials; availability, quantity and quality of labor, water and electric power; availability and condition of roads; climatic conditions, location of underground utilities as depicted on Agreement documents, and through verification with local utility companies and the City, physical conditions of existing construction, topography and ground surface conditions; subsurface geology, and nature and quantity of surface and subsurface materials to be encountered; the nature of the ground water conditions; equipment and facilities needed preliminary to and during performance of the Agreement; and all other matters which would be reasonably known to a licensed general contractor with expertise in streetscape and related infrastructure construction as in any way affecting performance of the Agreement, or the cost associated with such performance. The failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully and timely performing the Agreement.

16.5 The City shall not be responsible for any conclusions or interpretations made by the Contractor based on the information made available by the City. The City shall not be responsible for any understanding reached or representation made concerning conditions which can affect the Work by any of Contractor's officers, employees, agents, subcontractors, material men, or

suppliers before execution of this Agreement, unless that understanding, or representation is expressly stated in this Agreement.

16.6 The provisions of this Section 16 shall be deemed a complete waiver by the Contractor of claims for equitable adjustment in Agreement Time or Price, or both, unless due to (1) subsurface or concealed conditions which differ materially from those indicated on the Agreement Documents, or (2) unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction of the character provided in the Agreement Documents; provided however, that claims under this Section 16 shall be denied in the event that the conditions were reasonably inferable from activities, testing and investigations performed in connection with the Pre-Con Agreement, and which would otherwise provide to Contractor an expectation that the conditions could be similar elsewhere in the Project.

16.7 Warranty. Unless otherwise provided elsewhere in the Agreement, all materials and equipment incorporated into any Work covered by the Agreement shall be new and, where not specified, of the highest grade and quality for their intended use, and all workmanship shall be in accordance with construction practices acceptable to City. Unless otherwise provided in the Agreement, Contractor warrants all equipment, materials, and labor furnished or performed under this Agreement, against defects in design, materials and workmanship, for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in the Agreement in which case the longer periods of time shall prevail) from and after Substantial Completion of the Work under the Agreement, regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors of any tier. Even in the event that the City assumes partial utilization of portions of the Work prior to completion of all Work, the Warranties for that portion shall also extend for twelve (12) months from Substantial Completion of the entire Work, so that all warranties are running concurrently upon Substantial Completion of the total Project.

16.8 Upon receipt of written notice from City of any defect in any such equipment, materials, or labor during the applicable warranty period due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time and in a manner acceptable to City in compliance with the Agreement Documents, at its expense.

16.9 Contractor warrants such redesigned, repaired or replaced Work against defective design, materials and workmanship for a period of twelve (12) months from and after the date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement and tests, after written notice from City specifying the defects, City may perform or cause to be performed the same, at Contractor's sole cost and expense.

16.10 Contractor shall perform such tests as City may require verifying that such redesign, repairs and replacements comply with the requirements of this Agreement. All costs incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment and materials necessary to gain access, shall be borne exclusively by Contractor. However, if such testing determines that the Work is not defective, than City shall compensate Contractor for such costs of testing and any effects on previously completed work.

16.11 Contractor and its Surety shall be liable for the satisfaction and full performance of the warranties as set forth herein, and any damage to other parts of the Work caused by the Contractor's failure to perform pursuant to this section 16.

16.12 The Contractor shall commence Work to remedy or replace the defective, deficient Work within five (5) calendar days after receiving written (including transmittals by email) notice from the City, subject to allowance for long-lead items. If the Contractor fails to remedy or remove or replace that Work or material which has been found to be defective, or reasonably commence corrective action, then the City may remedy or replace the defective or deficient Work at the Contractor's expense; provided, however, all repairs to natural gas, telephone, radio, computer security, water, electric, air conditioning services and all emergency services shall be commenced within twelve (12) hours of notification, or by 7:00 a.m. whichever is earlier, and Contractor shall complete the repairs in an expeditious manner befitting the nature of the deficiency. The Contractor shall immediately pay the expenses incurred by the City for remedying the defects. If the City is not paid within ten (10) calendar days, the City may pursue any and all legal remedies it may have against the Contractor and its Surety.

16.13 The Contractor is required to provide a designated telephone number for warranty related emergencies which occur outside the normal workday. The Contractor is solely responsible for ensuring that all warranty Work is completed in the manner described above. If the City agrees, in writing, a subcontractor may be the point of contact for notices regarding warranty items, but such agreement shall not absolve the Contractor of its responsibility.

16.14 Ingress/Egress. Contractor's access to the Work area will be permitted only through approaches that will be designated by City, and then only in such manner that Contractor's traffic will not interfere with City's operations and Merchants/Tenants adjacent to the activity area(s). Contractor shall, at all times, maintain reasonably free unimpeded ingress and egress at the site. Contractor personnel are not to enter into any areas of the jobsite other than Work areas and areas of designated access. Contractor shall safely maintain, at all times during the performance of the Work, both vehicular and pedestrian traffic in, around, and adjacent to the Project.

16.15 Preconstruction Conference. As soon as possible after execution of this Agreement, and prior to commencing any Work, a pre-construction conference will be coordinated by the Contractor and the City. In attendance at said conference will be City, Architect, and any of their representatives as may be deemed advisable. The purpose of said conference is to determine procedures related to the smooth progress of the Project, review of any items requiring clarification, maintenance of traffic, merchant and pedestrian accessibility, related safety issues, and procedures for the processing and distribution of all documents and correspondence related to the Agreement, among other things.

16.16 Meetings. The Contractor shall, at its expense, as requested by City, attend any and all meetings called by City to discuss the Work under the Agreement. Such meetings shall be conducted and recorded by the City with typed minutes of each meeting distributed to all attendees.

16.17 Delivery, Unloading And Storage Contractor shall, at its expense, receive, unload, store in a secure place, and deliver from storage to the construction site all materials, plant and equipment required for the performance of the Agreement. The storage facilities, methods of storing and security provisions shall meet City's approval and manufacturer's recommendations. Materials and equipment subject to degradation by outside exposure shall be stored in a weather

tight enclosure.

16.18 Work Area. All Contractor's Work areas on the jobsite will be assigned by City. Contractor shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing Work, the Contractor shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of the Contractor may be reached at all times during normal working hours. Should Contractor find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, Contractor shall, provide and make its own arrangements for the use of such additional land.

16.19 Plant, Equipment And Facilities. Contractor shall provide and use on any Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by the Agreement and within the time or times specified in the Agreement. Before proceeding with any Agreement Work or with erection of any facilities, including, but not limited to, temporary structures, machinery, equipment, offices and warehouses, Contractor shall furnish City such information and drawings relative to such equipment, plant facilities as City may request.

16.20 Upon written order of City, Contractor shall discontinue operation of unsatisfactory plant and equipment or facilities and shall either modify or remove the unsatisfactory items from the site.

16.21 Contractor shall not remove construction plant or equipment from the site before the Work is finally accepted without City's written approval. Such approval shall not be unreasonably withheld.

16.22 Contractor-Furnished Materials, Equipment And Workmanship. Only new, unused items of recent manufacture, of designated quality, but in no event less than the standard quality for the improvements, free from defects, will be accepted. Rejected items shall be removed immediately from the Work and replaced with items of specified quality. Failure by City to order removal of rejected materials and equipment shall not relieve Contractor from responsibility for quality of the materials supplied nor from any other obligation under the Agreement Documents.

16.23 Contractor shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for Contractor's negligence to foresee means of installing equipment into position inside structures.

16.24 No Work defective in construction or quality, or deficient in meeting any requirement of the Agreement Drawings and Specifications, will be acceptable regardless of City's failure to discover or to point out defects or deficiencies during construction; nor will the presence of field representatives at the Work or the satisfaction of the Work meeting applicable code requirements relieve Contractor from responsibility for the quality and securing progress of Work as required by the Agreement Documents. The City shall notify the Contractor of defective or unacceptable Work if the City discovers such. Defective Work revealed within the time required by warranties (whether expressed or implied) shall be remedied in accordance with Section 15, entitled, "Warranty." No payment, whether partial or final, shall be construed as an acceptance of defective Work or improper materials.

16.25 Contractor shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require. Contractor shall order and schedule delivery of materials in reasonable time to avoid delays in construction. Delays in delivery of equipment or material purchased by the Contractor or its Trade Contractors shall not be considered as a cause for an adjustment of the Agreement Time or a basis for damages or compensation. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting, delivery, and installation of all equipment and materials. If an item is found to be unavailable, Contractor shall notify City immediately of recommended substitute(s) to permit City's selection of a suitable substitute.

16.26 City will exercise sole authority for determining conformance of workmanship, materials, equipment and systems with the requirements of the Agreement. Review and approval of all items proposed by Contractor for incorporation into the Work will be by City. This function by City will apply both to approvals for the Agreement as initially signed, and to approvals for changes to Agreement by modifications during progress of the Work. Reference to manufacturers' names, brands and models is to establish the type and quality desired. Substitutions may be permitted unless specifically noted otherwise in this Agreement.

16.27 When materials, equipment, or systems are specified by performance only, without reference to specific manufacturer's brands or models, Contractor shall submit its own choice for City's review and approval, supported by sufficient evidence of conformity with the Agreement Documents.

Substitutions. Prior to proposing any substitute item, Contractor shall satisfy itself that the item proposed is, in fact, equal or better to that specified, that such item will fit into the space allocated, that such item affords comparable ease of operation, maintenance and service, that the appearance, longevity and suitability for the climate are comparable, and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such item will be in City's interest, and will in no way impact detrimentally upon the Project completion date and schedule. The burden of proof of equality of a proposed substitution for a specified item shall be upon Contractor prior to City's decision on such substitution. Contractor shall support its request with sufficient test data and other means to permit City to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data, certificates, and additional information as may be required by the City for proposed substitute items.

16.28 Any item by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. City will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified. Contractor shall allow an additional seven (7) calendar days for City's review of substitution. All requests for substitutions with submittal data must be made at least fourteen (14) calendar days prior to the time Contractor must order, purchase, or release for manufacture

or fabrication. Materials and methods proposed as substitutions for specified items shall be supported by certification of their approval for use by all governmental agencies having jurisdiction over use of specific material or method. Substitutions may not be permitted in those instances where the products are designed to match artistic design, specific function or economy of maintenance.

16.30 Expediting The equipment and material furnished under this Agreement may be subject to expediting by City, at City's expense. City shall be allowed reasonable access to the shops, factories, and other places of business of the Contractor and its subcontractors and suppliers, for expediting purposes. As required by City, Contractor shall supply schedules and progress reports for City's use in expediting and Contractor shall cooperate with City and require its subcontractors and suppliers to cooperate with City in such expediting. Any expediting performed by City shall not relieve Contractor of its sole and primary responsibility for timeliness of delivery of the equipment and material to be furnished under this Agreement.

16.31 Field Layout Of Work All Work under this Agreement shall be constructed in accordance with the lines and grades shown on the Agreement Drawings or as approved by the City in writing. Elevation of existing ground, structures and appurtenances are believed to be reasonably correct but are not guaranteed to be absolute and therefore are presented only as an approximation. All survey work for construction control purposes shall be made by a land surveyor registered in the State of Florida, with demonstrated experience in the Project area, and who shall be employed by the Contractor at Contractor's expense. The Contractor shall establish all base lines for the location of the principal component parts of the Work together with permanent benchmarks and temporary benchmarks adjacent to the Work. Based upon the information provided by the Agreement Drawings, the Contractor's surveyor shall develop and make all detail surveys necessary for construction including establishment or construction of grid coordinates as shown on the Agreement Drawings, location of property boundaries, stakes for all working points, lines and elevations. City shall provide surveys necessary for utility easements.

The Contractor shall have the responsibility to carefully preserve all benchmarks, reference points and stakes. In case of destruction thereof by the Contractor resulting from his negligence, or for any other reason, it shall be held liable for any expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such benchmarks, reference points and stakes. Existing or new control points, property markers, and monuments that will be established or are destroyed during the normal course of construction shall be reestablished by the Contractor, and all reference ties recorded therefor shall be furnished to the City. All computations necessary to establish the exact position of the Work shall be made and preserved by the Contractor.

16.32.1 Contractor Furnished Drawings, Data And Samples. Review and permission to proceed by City as stated in this Agreement does not constitute acceptance or approval of design details, calculations, analyses, test methods, certificates or materials developed or selected by the Contractor and does not relieve Contractor from full compliance with contractual obligations. Drawings, samples, catalogues, data and certificates required shall be submitted to the City for review. All correspondence from the Contractor to the City shall be numbered sequentially and the submittal number shall be referenced. Submittal drawings (shop, erection

or setting diagrams) and schedules, required for work of various trades, shall be checked before submission by technically qualified employees of Contractor for accuracy, completeness and compliance with Agreement requirements. These drawings and schedules shall be stamped and signed by Contractor certifying to such check. The certification stamp shall read as follows:

"I certify that I have checked this submittal for accuracy, completeness and compliance with Agreement requirements, and it has been coordinated with all other submittals and Agreement Documents."

SIGN

DATE

16.33 Drawings. Where drawings are required for (a) fabrication of Contractor furnished equipment; (b) installing Contractor furnished material or equipment; or (c) planning and performance of the Work under Agreement; such drawings shall be originally generated and submitted by and at the expense of the Contractor before fabrication, installation or performance is commenced. Each submittal shall be made not less than fourteen (14) calendar days prior to the time that the drawings are required in accordance with the schedule. Allow at least seven (7) calendar days for review by the Engineer. Such drawings shall include, but not be limited to, matchmarks, erection diagrams and other details, such as field connections for proper installation, erection of the equipment, and performance of the Work.

16.34 Samples. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged. Samples of all items of related systems (i.e., adjacent surfaces requiring similar colors but manufactured of different materials) must be submitted in the same time frame before the approval process can begin. Where samples are required, they shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than thirty five (35) calendar days prior to the time that the materials represented by such samples need to be ordered for incorporation into any Work in accordance with the schedule. Allow at least seven (7) calendar days for City's review. Materials represented by such samples shall not be manufactured, delivered to the site or incorporated into any Work without such review. Each sample shall bear a label showing the Contractor's name, date submitted, Project name, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing, Technical Specification section and paragraph number, all as applicable. Samples that have been reviewed may, at Architect's and City's option, be returned to the Contractor for incorporation into the Work.

16.35 Catalogues, Data and Certificates. Where catalogues, data or certificates are required, one (1) digital copy and one (1) copy of each shall be submitted by and at the expense of the Contractor. Such submittal shall be made not less than fourteen (14) calendar days prior to the time that the materials represented by such catalogues, data or certificates must be ordered for incorporation into any Work in accordance with the BAR CHART schedule. Allow at least 7 calendar days for Architect and City's review. Material represented by such shall not be fabricated, delivered to the site or incorporated into any Work without such review. Certificates shall clearly

identify the material being certified and shall include but not be limited to providing the following information: Contractor's name, Project name, name of the item, manufacturer's name, and reference to the appropriate drawing, Technical Specification section and paragraph number all as applicable. All catalogues, data and certificates submitted by the Contractor shall be certified and dated by the Contractor on the face of each catalogue, data and certificate to be correct and shall be furnished in accordance with these requirements and the requirements of the Technical Specifications.

16.36 Construction Schedule. Within ten (10) calendar days after the date of the City's issuance of a Notice to Proceed, the Contractor shall prepare and submit to the City a BAR CHART construction schedule in graphically depicting the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Project, showing the sequence in which the Contractor proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The City's initial approval for the purposes of this Section, and any other provisions in the Agreement Documents related to the Contractor's responsibility to prepare and submit schedules shall be limited to a determination that the activities, durations and logic are reasonable. The construction schedule shall be complete in all respects, covering, in addition to activities and interfaces with other Contractors at the site of the Work, offsite activities such as design, fabrication, an allowance for weather delays, submittals, procurement and jobsite delivery of Contractor furnished material and equipment. The schedule shall be a BAR CHART Critical Path type network drawn to a time scale using arrow or precedence type diagramming. The construction schedule activities shall mirror the payment application breakdown.

16.36.1 The construction schedule shall include the following:

- (a) Brief description of each activity.
- (b) All submittals, samples, approvals, fabrication, and deliveries for equipment and materials.
- (c) Activities showing scheduled start and finish, late start and finish, and float.
- (d) Relations between activities.
- (e) Duration of activities. No activity should be scheduled for more than 19 workdays.
- (f) Contractual and other major milestones including phasing.
- (g) Schedule activities to include labor and material.
- (h) An allowance for delays due to weather. Agreement Time extensions for weather delays will be granted only when all of the conditions and criteria for evaluation of time extensions have been met pursuant to the General Conditions.
- (i) Upon acceptance of the original Schedule, the Early Start and Early Finish dates for all activities shall be fixed as Planned Start and Planned Finish dates. Any further revisions to the schedule must be submitted in writing and approved by the City.
- (j) The detailed BAR CHART schedule submittal shall include one (1) digital color copy and one (1) color copy of the following:
- (k) Time Scaled Network Diagram.

- (l) Bar Chart in the following formats:
- (m) Sorted by activity.
- (n) Sorted by total float.
- (o) Sorted by early start.
- (p) Precedence and Successor report.
- (q) Narrative report.
- (r) Computer diskette. (One copy)
- (s) Submittals shall be organized under Standard CSI format.
- (t) The detailed BAR CHART Schedule shall be updated monthly and submitted along with an updated CD accompanied by an Application for Payment. Contractor shall meet with the City and Architect/Engineer of Record to review and verify:
 - i. Actual start and finish dates for completed activities.
 - ii. Remaining duration required to complete each activity started, scheduled to start, but not completed.
 - iii. Logic and time, for change orders that are to be incorporated into the diagram and computer produced schedules.
 - iv. Percentage for completed and partially completed activities.

16.37 Following development and submittal of the construction schedule as aforesaid, the Contractor shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the construction schedule to show the actual progress of the Work performed and the occurrence of all events which have affected the progress of performance of the Work already performed or will affect the progress of the performance of the Work yet to be performed in contrast with the planned progress of performance of such Work, as depicted on the original construction schedule and all updates and/or revisions thereto as reflected in the updated and/or revised construction schedule last submitted prior to submittal of each such monthly update and revision.

16.38 The Contractor shall prepare and incorporate into the schedule data base, at the required intervals, the following schedules:

A. Subcontractor Construction (Sub-networks) - Upon the award of each subcontract, the Contractor shall jointly with the subcontractor, develop a schedule which is more detailed than the pre-bid schedule included in the Specifications, taking into account the Work schedule of the other subcontractors. The construction schedule shall include as many activities as necessary to make the schedule an effective tool for construction planning and for monitoring the performance of the subcontractor. The construction schedule shall also show pertinent activities for material purchase orders, manpower supply, shop drawing schedules and material delivery schedules.

B. Occupancy Schedule - The Contractor shall jointly develop with the Engineer and City a detailed plan, inclusive of punch lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to City occupancy. The Occupancy Schedule shall be produced and updated

monthly from its inception through final City occupancy.

16.39 The Contractor shall submit a written narrative report as a part of his monthly review and update in a form agreed upon by the Contractor and the City. The narrative report shall include a description of problem areas; current and anticipated delaying factors and their estimated impact on performance of other activities and completion dates; and an explanation of corrective action taken or proposed.

16.40 The Contractor shall have in its employ for the length of this Project, at least one qualified scheduling specialist whose responsibility as to this Agreement will be to prepare, plan and draft the construction schedules, monitor the construction progress, analyze scheduling problems for resolution, update the Construction Schedule as required in the Agreement, and maintain updated information as required regarding the interface with other contracts. The costs associated herewith, and all scheduling activities, are included in the Lump Sum.

16.41 The Contractor agrees that whenever it becomes apparent from the current progress review meeting or the computer produced calendar dated schedule that the Agreement completion date will not be met, the Contractor shall execute some or all of the following remedial actions at Contractor's sole cost and expense:

- A. Increase construction manpower in such quantities and crafts as necessary to eliminate the backlog of Work.
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of construction equipment, or any combination of the foregoing to eliminate the backlog of Work.
- C. Reschedule the Work in conformance with the specification requirements.

16.42 Prior to proceeding with any of the above actions, the Contractor shall notify the City of the proposed schedule changes. Such actions shall be incorporated by the Contractor into the diagram before the next update, at no additional cost.

16.43 Responsibility For Work Security Contractor shall, at its expense, at all times conduct all operations under the Agreement in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, at a minimum. Contractor shall continuously inspect all its Work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such condition. Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to City within three days of each incident.

16.44 Protection Of Work In Progress, Materials And Equipment Contractor shall be responsible for and shall bear any and all risk of loss or damage to Work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Agreement. Excluded from Contractor's responsibility is any loss or damage which results from acts or omissions of the City or its representatives or other contractors. Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire Work will be delivered to the City in proper, whole and unblemished condition.

16.45 Protection Of Existing Property Contractor shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by Contractor's operations, Contractor shall, at its expense, make such repairs and provide temporary guards, lights and other signals as necessary or required for safety and the welfare of persons on the jobsite and the general public.

16.46 Contractor shall conduct its operation so as not to damage any existing buildings or structures. The Contractor shall verify that means and methods of construction used inside, adjacent to, under or over existing buildings will not cause damage. The Contractor shall provide protection methods which ensure the safety of persons on the jobsite and the general public. Unless otherwise specifically provided in the Agreement, Contractor shall not do any Work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric, radio, gas, transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by City. Thereafter, and before it begins such Work, Contractor shall give due notice to City of its intention to start such Work. Contractor shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference, or delay cause by any such line, ditch or structure on or adjacent to the site of the Work. If Contractor has exercised due diligence, such as, but not limited to, conducting soft digs, securing utility locates, as well as other activities both during its Pre-Con performance and thereafter, Contractor shall not be held responsible for any damages caused to any lines, cables, pipes, or pipelines which are not depicted on the surveys, studies, reports, investigations and legal descriptions of the site supplied to the Contractor.

Contractor shall preserve and protect all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass on or adjacent to the Project, which, as determined by City, do not reasonably interfere with the performance of this Agreement. Contractor shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including, without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All cost in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by Contractor.

16.47 Labor. Contractor shall employ only competent and skilled personnel to perform the Work. Contractor shall, if requested to do so by City, remove from the jobsite any personnel of Contractor whom City determines unfit or acting or working in violation of any provision of this

Agreement.

Work assignments and the settlement of jurisdictional disputes shall conform with either the Rules, Regulations and Procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, and any successor agreement thereto, or any other mutually established method of determining work assignments and settling jurisdictional disputes. Contractor shall comply with and shall cooperate with City in enforcing jobsite conditions and job work rules which directly affect the performance of the Work including, but not limited to, starting and quitting time, smoking regulations, check-in and check-out procedures, job site safety regulations and security regulations, emergency plans and procedures, and daily clean-up.

The Contractor and subcontractors shall be bound by and comply with all Federal, State and local laws with regard to minimum wages, overtime work, hiring, and discrimination. All work necessary to be performed after regular working hours, on Saturdays, legal and City holidays, shall be performed without additional expense to the City. The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

16.48 Equal Employment Opportunity During the performance of this Agreement, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. The Contractor will take affirmative action to ensure that applicants and employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth provisions of this nondiscrimination clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed for, by, or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin.
- (c) The Contractor will send to each labor union or representatives of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The Contractor will include the provisions of paragraphs A through F in every subcontract or purchase unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as may be directed to the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (h) All regulations, guidelines, and standards lawfully adopted under the governing statutes.

16.49 Safety & Protection Of Persons & Property

16.49.1 Responsibility For Safety And Health. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to be performed under the terms of the Agreement ("Work"). The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the City and Users who may be affected thereby. The Contractor shall set forth in writing its safety precautions and programs in connection with the Work and submit the same to the City. The City may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

16.49.2 All Work, whether performed by the Contractor, its Sub- Contractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliance, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to:

(a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended and all State, Local, City and County rules and regulations now or hereafter in effect; and

(b) all codes, rules, regulations and requirements of the City and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

16.49.3 Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the City shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

16.49.4 The Contractor shall provide, or cause to be provided, to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The City shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices, with which order the Contractor shall promptly comply.

16.49.5 The Contractor shall defend, indemnify and hold the City, the City's Representative and their respective officers, directors, agents, employees and assigns, harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, reasonable attorneys' fees, expenses, causes of action, claims or judgments to the extent resulting from any failure of the Contractor, its subcontractors or sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this General Condition

16.49.6 In any and all claims against those indemnified hereunder by any employee of the Contractor, any subcontractor or sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way to any limit(s) on the amount or type of damage, compensation or benefits payable by or for the Contractor or any subcontractor or sub-subcontractor under any workers' compensation acts, disability benefit acts or other employee benefit acts.

16.50 Protection Of Work And Property; Responsibility For Loss. The Contractor shall, throughout the performance of the Agreement, maintain adequate and continuous protection of all completed Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the City and third parties from loss or damage from whatever cause arising out of the performance of the Agreement and shall comply with the requirements of the City and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the

prevention of loss or damage to the property. The City, their representatives or insurance carriers may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal safety, loss control and security programs. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the City shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by this Agreement.

Until final acceptance of the Work by the City the Contractor shall have full and complete charge and care of and, except as otherwise provided in this subparagraph or elsewhere in this Agreement, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof from any cause within Contractor's reasonable control, except to the extent caused by City, its representatives, or contractors, or caused by natural disaster, criminal activity, flood, fire, or that is covered by any property or builder's risk insurance carried by the City.

16.51 Surface And Subsurface Water. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under or in the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the City in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be permitted by the proper regulatory agency and submitted to the City for its prior written approval. All such Work shall be done at the sole expense of the Contractor.

16.52 Emergencies. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss to remedy said violation, whichever is applicable. Failure by Contractor to take necessary emergency action shall entitle the City to take whatever action it deems reasonably necessary, including, but not limited to, suspending the Work. The City may offset any and all costs or expenses of whatever nature, including reasonable attorneys' fees, paid or incurred by the City in taking such emergency action against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the City harmless against any and all costs or expenses pursuant to this Section, by whomsoever incurred.

16.53 City's Standards. The City reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficacy of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these rights by the City shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the City shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

16.54 Project Site Protection Contractor, at its expense, shall maintain such protection as provided in the subsection 16.49, entitled "Safety & Protection Of Persons & Property" in a satisfactory condition until removal is authorized by City. Contractor, at its expense, shall make all necessary repairs to property damaged by construction operations. Repairs shall be made in a manner satisfactory to City. The Contractor will provide parking for its employees within the

designated work areas. Contractor employees will not be allowed to park in areas which are used by any facilities which remain in operation.

16.55 Fire Prevention Contractor shall, at its expense, conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the Project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor. This includes keeping the Agreement Work area clear of all trash at all times. All tarpaulins used for any purpose during construction of any Work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting any fires on premises is strictly forbidden. Controlled burning shall be with the consent of the City. Contractor shall provide portable fire extinguishers properly labeled, located and compatible with the hazard of each work area and shall instruct its personnel in their use. Wherever welding and burning are conducted, inflammable materials shall be protected, and a fire watch shall be provided by Contractor to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

16.56 Illumination. When any work is performed at night or where daylight is shut off or obscured, Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a first-class manner, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, signal wires, and wires used for firing blasts.

16.57 Dust Control. The Contractor, for the duration of the Agreement, shall, at its expense, maintain all excavations embankments, haul roads, access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry-accepted methods of dust control suitable for the area involved and approved by City will be permitted.

16.58 Water Pollution. Contractor shall, at its expense, provide suitable facilities to prevent the introduction of any substance or materials into any stream, river, lake or other body of water which may pollute the water or constitute substances or materials deleterious to fish and wildlife.

Air Pollution. The Contractor shall, at its expense, so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all Federal, State and local air and water pollution requirements including, but not limited to: Registering with the Dania Beach County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board; Adhering to all Broward County Air Pollution Board Regulations.

16.58 Explosives & Hazardous Materials. Contractor shall obtain all required Federal, State and local permits and licenses and shall be responsible for the safe and proper handling, labeling, transporting, storage and use of any explosive or hazardous materials brought onto or encountered within the site, and at its expense, make good any damage caused by its handling, transporting, storage and use. The Contractor will notify the City immediately if explosive or hazardous materials are encountered on the site. Transporting explosive or

hazardous materials onto the site will require prior written approval from the City. The Contractor shall maintain and post as necessary Material Hazard Data Sheets for all applicable Hazardous Materials used in the course of his work.

In the event that hazardous material is improperly handled or stored by the Contractor, its subcontractors, any sub-subcontractors, or any employee or agent of any of the aforementioned which results in contamination of the site, Contractor shall immediately notify the City and the appropriate governmental authority and shall take whatever action is necessary or desirable to remediate the contamination at the Contractor's sole cost and expense. Further, Contractor shall indemnify and hold harmless from any and all cost, expense, action, or liability whatsoever resulting from such contamination and/or remedial activities. If without negligence on the part of the Contractor or anyone for whom it is responsible, Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Agreement Documents, the City shall pay for the direct costs of remediation as approved beforehand by City, in writing, which shall be paid from the Contingency Fund.

16.62 Inspection: Rejection Of Materials And Workmanship. All materials and equipment furnished, and work performed shall be properly inspected by Contractor, at its expense, and shall at all times be subject to quality surveillance, observations or quality audit by City. Contractor shall provide safe and adequate facilities and all samples, drawings, lists and documents necessary for quality surveillance, observation or quality audit. For this purpose, City shall be afforded full and free access to the shops, factories or places of business of Contractor and its subcontractors and suppliers for such quality surveillance, observation or quality audit and to determine the status of the Work. If Contractor covers all or any portion of the Work prior to any quality surveillance or test by City, the cost of any necessary uncovering and replacing shall be borne by Contractor. Neither the failure to make such quality surveillance, observance or quality audit, nor to discover defective workmanship, materials, or equipment, nor acceptance of or payment to Contractor for such work, materials or equipment shall prejudice the rights of City thereafter to correct or reject the same as hereinafter provided.

If any material, equipment or workmanship is determined by City, either during performance of the Work or on final quality surveillance, or during any applicable warranty period (expressed or implied), to be defective or not complying with the requirements of this Agreement, City shall notify Contractor in writing that such material, equipment or work is rejected and the City reserves the right to withhold payment on any such item. Thereupon, Contractor shall, at its own expense, immediately remove and replace or correct such defective material, equipment or work by making the same comply strictly with all requirements of the Agreement.

16.63 Testing. Unless otherwise provided in the Agreement, Drawings and Specifications shop testing of materials or work shall be performed by the Contractor and in accordance with the Technical Specifications. Field testing of materials or work shall be performed by City. Should tests in addition to those required by the Specifications be desired by City, Contractor will be advised in reasonable time to permit such testing. Such additional tests will be at City's expense unless such additional tests are required due to Contractor's work or materials having failed any initial test. In this event, such additional (re-test) tests shall be at Contractor's expense. Contractor

shall furnish samples as requested and shall provide reasonable assistance and cooperation as necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Contractor shall provide reasonable and accurate notice of when construction activities which require City's testing services are required. Contractor shall be responsible for stand-by and other costs associated with the testing agency if that construction activity is delayed or canceled.

16.64 Progress. Contractor shall give City full information in advance as to its plans for performing each part of the Work. If at any time during the progress of work, Contractor's actual progress is inadequate to meet the requirements of the Agreement, City may so notify Contractor who shall thereupon take such steps as may be necessary to improve its progress. If within a reasonable period as determined by City, Contractor does not improve performance to meet the currently approved Agreement construction schedule, City may require an increase in Contractor's labor force, the number of shifts, overtime operations, additional days of work per week and an increase in the amount of construction plant; all without additional cost to City. Neither such notice by City nor City's failure to issue such notice shall relieve Contractor of its obligation to achieve the quality of work and rate of progress required by the Agreement.

Failure of Contractor to comply with the reasonable instructions of City may be grounds for determination by City that Contractor is not prosecuting its work with such diligence as will assure completion within times specified. Upon such determination, City may terminate Contractor's right to proceed with the performance of the Agreement, or any separable part thereof, in accordance with the applicable provisions of this Agreement.

16.65 Changes City may, at any time, without invalidating the Agreement and without notice to the Surety(ies), make changes in the Work by issuing Change Orders, as well as Contingency Fund Change Orders addressed elsewhere in the Agreement Documents. City will issue written orders to Contractor for any changes, except that in the event of an emergency which City determines immediately endangers life or property, City may issue oral orders to Contractor for any work required by reason of such emergency. Such orders will be confirmed in writing as soon as practicable. Such orders, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such ordered work. Contractor shall commence such changed work so that all dates set forth in Contractor's current construction schedule, as accepted by City, will be met. In the event of an emergency which City determines immediately endangers life or property, Contractor shall immediately commence such changes as required by City in order to mitigate or remove the emergency condition. Failure to commence any such change in timely fashion shall entitle City to invoke the provisions of "Termination for Cause".

Unless otherwise required, Contractor shall, within twenty-one (21) calendar days following receipt of a written Change request from City, submit in writing to City a Agreement Change Proposal for accomplishing such change, which proposal shall reflect the increase or decrease, if any, in cost to City of performing the change under the Agreement in comparison to what the cost would have been, had such change not been offered.

17. Liquidated Damages

17.1 Liquidated Damages will be assessed as stated in the Agreement for each non-compliant day that any requirements listed in this section 17 are not met. The parties have agreed that since

they are unable to ascertain the amount of damages which would be suffered by City as a result of Contractor's failure to timely complete all Work required by the date set forth above. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$500.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete, or the items remain undelivered. This payment is considered to be City's liquidated damages, and it is not a penalty. It shall be assessed against the Contractor until substantial and final completion, respectively, are achieved.

17.2 Staging of Material in Right-Of- Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

17.3 Site Restoration: Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Agreement, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

17.4 Access: As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

17.5 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Agreement Time is measured and shall be the date set forth in the Notice to Proceed as issued by the City. Should the Contractor incur costs prior to the issuance of the Notice to Proceed, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Agreement for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the Notice to Proceed, City may terminate the Agreement immediately, without providing an opportunity to cure.

17.6 The Contractor shall achieve Substantial Completion not later than one eighty days (180) calendar days and Final Completion of the entire Work not later than two hundred ten (210) calendar days,

18. Audit. As the funding for this project comes from FRDAP, Contractor, by entering into this Agreement, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental

Protection determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

19. Indemnification of City.

19.1 The Contractor shall, in addition to any other obligation, indemnify the City and to the fullest extent permitted by law, protect, defend and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

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

(B) any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent, copyright or trademark rights by Contractor or its Subcontractors in the performance of the work;

(C) liens and claims made by the Contractor or its Subcontractors; and

19.2 Indemnification for Construction Contracts. In the event that the performance of services under the Agreement is deemed to be a “construction Agreement” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the City, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Agreement Documents. safety

20. Environmental Matters.

20.1 Defined Terms for Purposes of this Section.

Environmental Condition means any set of physical circumstances in, on, under, or affecting the Property that may constitute a threat to or endangerment of health, safety, property, or the environment, including but not limited to:

- (A) The presence of any hazardous Substance, except in such quantities and concentrations as are routinely found in nature or in products used in ordinary business or commercial activities;
- (B) Any underground storage tanks, as defined in Subtitle I of the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. 6991 et. seq., or the regulations thereunder, for the storage of hazardous wastes, oil, petroleum products, or their byproducts;
- (C) Any PCB, asbestos or any other substances specifically regulated under the Toxic Substances Control Act, 15 U.S.C. 2601 or regulations issued thereunder; and
- (D) Any open dump or system of refuse disposal for public use without a permit, as prohibited by 42 U.S.C. 6945 and/or Florida law equivalent, or the regulations issued thereunder.

Environmental Laws means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq.; the Toxic Substances Control Act, 15 U.S.C. 2601 et. seq.; the Clean Water Act, 33 U.S.C. 1251 et seq.; the Clean Air Act, 42 U.S.C. 7401 et. seq.; the Oil Pollution Act, 33 U.S.C. 2701 et. seq., the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et. seq.; the Refuse Act of 1989, 33 U.S.C. 407; the Occupational Safety and Health Act, 29 U.S.C. 651 et. seq., as such laws have been amended or supplemented from time to time, the regulations promulgated under these laws; and any analogous Governmental Requirements.

Environmental Requirements means all present and future Governmental Requirements, including without limitation, the Environmental Laws, authorizations, judgments, decrees, concessions, grants, orders, agreements or other restrictions or requirements relating to any Environmental Conditions or any Hazardous Substances on the Property.

Hazardous Substance means any substances or materials identified to be toxic or hazardous according to any of the Environmental Laws, including without limitation, any asbestos, PCB, radioactive substances, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance that has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property. The term Hazardous Substances includes hazardous wastes, hazardous substances, extremely hazardous substances, hazardous materials, toxic substances, toxic chemicals, oil, petroleum products and their by-products, and pollutants or contaminants as those terms are defined in the Environmental Laws.

Environmental Permit means any Governmental Approval required under any Environmental Law in connection with the ownership, use or operation of the Property for the storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances, or the sale, transfer or conveyance of the Property, and all supporting documentation thereof.

Environmental Claim means any accusation, allegation, notice of violation, claim, demand, abatement or other order or direction (conditional or otherwise) by any Governmental Authority or any person for personal injury (including without limitation, sickness, disease, or death), tangible or intangible property damage, damage to the environment, nuisance, pollution, contamination or other adverse effects on the environment, or for fines, penalties, or restrictions, resulting from or based upon:

- (A) The existence or release, or continuation of any existence of a release (including without limitation, sudden or non-sudden, accidental or non-accidental leaks or spills) of, or exposure to, any substance, chemical, material, pollutant, contaminant, or audible noise or other release or emission in, into or onto the environment (including without limitation, the air, ground, water or any surface) at, in, by, from or related to the Property; or
- (B) The environmental aspects of the transportation, storage, treatment or disposal of materials in connection with the activities on the Property; or
- (C) The violation, or alleged violation, of any Governmental Requirements relating to Environmental Requirements on the Property; but excluding any of violations arising solely from the intentional actions of the City and its agents.

20.2 **Corrective Action Work** means any and all activities of removal, response, investigation, testing, analysis, remediation taken to:

- (A) Prevent, abate or correct an existing or threatened Environmental Condition at, about, affecting, or affected by the Property; or
- (B) Comply with all applicable Environmental Requirements.

20.3 **Environmental Indemnification.** Contractor covenants and agrees, at its sole cost and expense, to defend (with counsel selected by Contractor, after consulting with the City), indemnify and hold harmless the City, its successors, and assigns from and against any and all Environmental Claims, whether meritorious or not, brought against the City by any Governmental Authority resulting from acts of the Contractor:

20.4 This indemnity includes, without limitation, indemnification against: all costs of removal, response, investigation, or remediation of any kind; all costs of disposal of such Hazardous Substances as necessary to comply with Environmental Laws; all costs associated with any Corrective Action Work; all costs associated with claims for damages to persons, property, or natural resources; any loss from diminution in the value of the Property; and the City's Attorneys' Fees, consultants' fees, court costs and expenses incurred in connection with any Environmental Claims brought against the City.

(A) Contractor's indemnification of City is only for Environmental Claims which arise out of or are caused by actions or events occurring after the Effective Date of the Property Agreement.

(B) This indemnification is to be interpreted as broadly as possible and is in addition to all other rights of the City under this Agreement.

(C) Payments by Contractor under the Environmental Indemnification will not reduce Contractor's obligations and liabilities under any other provision of this Agreement.

(D) Neither the Contractor nor the general contractor, nor any other contractor in privity with Contractor, has a duty to indemnify the City in connection with any Environmental Claims that are due to the negligent conduct of the City or its agents.

(E) Compliance. Contractor agrees to comply with all existing and future federal, state, county, and municipal environmental laws, administrative code provisions, ordinances, rules and regulations, and the requirements of any development order covering the Property issued pursuant to Chapter 380, Florida Statutes, all as may be amended.

- A. **21. Insurance Requirements. Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. **Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. **Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The

CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
 - 1. Annual Aggregate shall apply "Per Job";
 - 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 - 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 - 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 - 5. Contractor's insurance shall be primary and non-contributory;
 - 6. Waiver of Subrogation in favor of the City;
 - 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 - 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.
- H. IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:
 - A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR
 - B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.
 - 1. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR

2. **ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**
- I. **SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
 1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 2. Waiver of Subrogation.
- J. **AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.
- K. **SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
 1. "The City of Dania Beach" is added as a named "Additional Insured";
 2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 3. Waiver of Subrogation.
- L. **Proof of Insurance:** The following are requirements that must be met regarding the Bidder's or Offeror's delivery of Certificates of Insurance for all coverages required in the Agreement and Solicitation Documents:
 1. "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid or Proposal at submittal on the date and time of the Bid or Proposal opening. If the "preliminary" certificates are not included with a Bid or Proposal submittal, then the City has the right to consider the submitted Bid or Proposal as non-responsive on the date and time of the Bid or Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
 2. "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder or Offeror as void and to negotiate a contract with the next lowest responsive and responsible Bidder or Offeror. "Special Provisions", as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the "Official" certificates.
 3. All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided, then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no

less than A-VII in the latest edition of the “BEST’S KEY RATING GUIDE”, published by A.M. Best Guide. In the event that the insurance carrier’s rating shall drop, the insurance carrier shall immediately notify the City in writing.

22. Assignment of Agreement. The Contractor acknowledges, understands and agrees that its performance under this Agreement is or may be contingent upon the City receiving timely services from other Contractors (the “Supporting Contractors”). The Contractor agrees to use its best efforts to coordinate its services with the services of the Supporting Contractors and further agrees that in the event the rendition of any services of any of the Supporting Contractors is delayed, such delay will not entitle the Contractor to any additional compensation or payment of any kind. Furthermore, the Contractor shall not be entitled to an increase in compensation, or be entitled to payment of any kind from the City, for damages or expenses incurred which are direct, indirect or consequential or other costs and lost profits of any kind including, but not limited to, costs of acceleration, inefficiency or extended overhead, arising because of any other delay, disruption, interruption, interference or hindrance from any cause whatsoever, whether such delay, disruption or interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays caused solely by fraud, bad faith or active malicious interference on the part of the City. The Contractor shall only be entitled to extensions of time for performance as the exclusive and sole remedy for delay. In recognition of the fact that Contractor is not entitled to costs of acceleration arising out of the delays caused by Supporting Contractors, Contractor shall not be required to accelerate its services where delays have resulted from Supporting Contractors, unless the City agrees to compensate Contractor for such accelerated efforts.

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

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

24. Retention Of Records And Right To Access

24.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit finding.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3) years** from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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

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

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

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

25. Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records:

ELORA RIERA, MMC

CITY CLERK

Mailing Address:

100 W. Dania Beach Boulevard

Dania Beach, Florida 33004

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

Email: eriera@daniabeachfl.gov

26. No Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

27. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

28. Termination Or Suspension Of Agreement

28.1 Termination By The Contractor:

A. The Contractor may terminate the Agreement for non-payment (except for those provisions in this agreement that specifically provide for withholding payment), failure to certify payment, delays of greater than 120 days not caused by Contractor, other material breaches by the City, and if the Work is stopped for a period of thirty (30) days through no act or fault of the Contractor, Subcontractor, Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work under the Agreement with the Contractor, for any of the following reasons:

1. issuance of an order of a court or other public authority having jurisdiction, and
2. an act of government, such as a declaration of national emergency, making material unavailable.

B. If one of the above reasons exists, the Contractor may, upon five (5) additional days' written notice to the City, terminate the Agreement and recover from the City payment for Work performed.

28.2 Termination By The City For Cause:

(A) The City may terminate the Agreement if the Contractor:

(1) persistently or repeatedly refuses or fails to supply enough properly skilled workers, proper equipment, materials, or fails to adhere to the schedule established as adjusted from time to time pursuant to the terms of the Agreement;

(2) fails to comply with laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, including City;

(3) commits any act or omission that evidences a lack of integrity or honesty or which reflects negatively on the City, including but not limited to the company of its owners, officers and agents being charged with any act of moral turpitude or any environmental violation;

(4) fails to obtain or maintain all insurance Coverage required by the Agreement Documents; or

(5) otherwise, is guilty of substantial breach of a provision of the Agreement or Agreement Documents; or

(6) One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Contractor (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement: i. Entry of an order for relief under Title 11 of the United States Code; ii. The making by Contractor of a general assignment for the benefit of creditors; iii. The appointment of a general receiver or trustee in bankruptcy of Contractor's business or property; and/or iv. An action by Contractor under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation; or

(7) If Contractor or its Surety(ies) do(es) not cure such failure within seven (7) calendar days from receipt of notification, or sooner if consideration of safety to persons is involved, or if Contractor or its Surety(ies) fails to provide satisfactory evidence that such default will be corrected, City may, without further notice to Contractor, terminate in whole or in part Contractor's right to proceed with work by written notice and prosecute the Work to completion by Agreement or by any other method deemed expedient. City may take possession of and utilize any materials, plant, tools, equipment, and property of any kind furnished by Contractor and necessary to complete the Work.

(8) Contractor, and its sureties, shall be liable, jointly and severally, to City for all costs

in excess of the Agreement price for such terminated work reasonably and necessarily incurred in the completion of the Work, as adjusted by Change Orders, if any, including cost of administration of any Agreement awarded to others for completion, plus Liquidated Damages.

(9) The commitment of any material breach of this Agreement by Contractor, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement; or

(10) Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Contractor by a state or other licensing authority; or

(11) Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement; or

(12) Failure to maintain the insurance required by this Agreement.

28.3 Upon termination for default, Contractor shall:

(a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of work terminated;

(b) inventory, maintain and turn over to City all materials, plant, tools, equipment, and property furnished by Contractor or provided by City for performance of work;

(c) promptly obtain cancellation upon terms satisfactory to City of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements to City as directed;

(d) cooperate with City in the transfer of information and disposition of work in progress so as to mitigate damages;

(e) comply with other reasonable requests from City regarding the terminated work; and

(f) continue to perform in accordance with all of the terms and conditions of the Agreement such portion of work that is not terminated.

(g) When the City terminates the Agreement, the Contractor shall not be entitled to receive any further payment until the Work is completed and approved by the Engineer of Record.

(h) All damages, costs and charges incurred by City shall be deducted from any monies due or which may become due to Contractor. In case the damages and expenses so incurred by City shall exceed the unpaid balance, then Contractor shall be liable and shall pay to City the amount of such excess.

28.4 If, after Notice of Termination or Suspension of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of City and Contractor shall be the same as if the Notice of Termination had not been issued, pursuant to the Termination for Convenience clause as set forth below.

28.5 Termination By The City For Convenience:

The Agreement may be terminated for convenience by City upon fifteen (15) days' advance written notice to Contractor and the Contractor's surety, if any (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, the Contractor shall be paid for all acceptable work performed prior to termination and shall not be entitled to any other costs, fees or payments. City may, at its option and convenience, terminate the Agreement, in whole or in part, at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon any such termination, Contractor hereby waives any claims for damages from the termination, including, without limiting the generality thereof, loss of anticipated profits on Work not performed on account thereof, home office overhead, lost bonding capacity, and consequential damages. As the sole right and remedy of Contractor, City shall pay Contractor in accordance with Subparagraphs below; provided, however, that those provisions of the Agreement, which by their very nature survive final acceptance under the Agreement, shall remain in full force and effect after such termination

- (a) Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise;
- (b) Immediately discontinue work on the date and to the extent specified in the notice.
- (c) Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Agreement that is not terminated;
- (d) Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to City of all orders and subcontracts to the extent they relate to the performance of work terminated;
- (e) If requested by the City in writing, assign to the City, all right, title and interest of the Contractor under the subcontracts terminated. Such Assignment shall not include assumption of Contractor's obligations or liabilities under any subcontract. The City shall have the right (but not the obligation) to assume the Contractor's obligations under any subcontracts assigned. Neither this paragraph or any assignment of subcontracts, shall constitute the City's assumption of Contractor's or other obligations under any such subcontract absent a written document executed by the City and the subcontractor in which the City expressly acknowledges an assumption of Contractor's obligations, and then only to the extent specified. In no event will the City assume any obligation of the Contractor under the subcontracts that arise out of or relate to Contractor's default prior to such assignment;

- (f) The Contractor shall include in all subcontracts, equipment leases and purchase orders, a provision requiring the subcontractor, equipment lessor, or supplier, to consent to the assignment of their subcontract or purchase order to the City;
- (g) Assist City, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by City under the Agreement; and,
- (h) Complete performance of any work that is not terminated.
- (i) Upon any such termination, City will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
- (j) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice, and for work thereafter completed as specified in such notice.
- (k) The reasonable cost of settling and paying claims arising out of the termination of work under subcontracts or orders.
- (l) The verifiable costs incurred prior to notice of termination.
- (m) Any other reasonable costs which can be verified to be incidental to such termination of Work, including demobilization costs.
- (n) In the case of such termination for City's convenience, Contractor shall be entitled to receive payment for Work actually executed, and verifiable costs incurred by reason of such termination, along with an amount not to exceed ten (10) percent for profit and overhead on such verifiable costs incurred.
- (o) The City's Termination for Convenience shall be without waiver or prejudice to, all of the City's claims, rights and remedies arising out of or related to any default, breach of Agreement, damages or other claims the City may have against Contractor, or Contractor's subcontractors, material suppliers of any tier, or any other person or entity at the time of termination or arising thereafter.
- (p) Contractor hereby acknowledges acceptance of the risk and cost of the foregoing and acknowledges and agrees to the foregoing limitation on Contractor's claims or damages arising out of, or relating to, a termination for convenience by the City.
- (q) Contractor shall submit within 30 calendar days after receipt of notice of Termination, for Convenience, a written proposal for payment, including all incurred costs and other entitlements described herein. City shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Agreement shall be amended in writing accordingly.

29. Suspension By The City For Cause

The City may order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as deemed necessary by the City, if the Contractor fails to maintain all insurance Coverage required by the Agreement Documents. Any delay in the Work caused by a lapse in Coverage shall be deemed non-excusable, shall not be grounds for a time extension, and shall be subject to any other applicable provisions in the Agreement and Agreement Documents concerning Contractor delay.

30. Suspension By The City For Convenience

(A) The City may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part, for such period of time as the City may determine, and the Contractor shall be entitled to an appropriate time extension, provided the suspension delays the critical path of the Work.

(B) If such suspension exceeds thirty (30) consecutive days, Contractor may also be entitled to an adjustment in the Agreement Sum for increases in the cost of performance of the Agreement resulting directly from the suspension, delay, or interruption, including reasonable profit on such increased cost; provided however, that no adjustment will be made to the extent:

- (1) that performance is, was, or would have been so suspended delayed, or interrupted by another cause for which Contractor is responsible;
- (2) that Contractor fails to adequately document the cost increase;
- (3) that the Contractor would have incurred the cost increase regardless of the suspension, delay, or interruption, or
- (4) that an equitable adjustment is made or denied under another provision of the Agreement or Agreement Documents.

31. Termination for Cause

If the Contractor fails to provide the services or shall in any other manner commit a breach of the agreement and fails to remedy the same within 30 calendar days after receipt of written notice from the City, the City may terminate the agreement, without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

31A. Receipt Of Notice Of Termination Or Suspension

Upon receipt of Notice of Termination or suspension, Contractor shall deliver or otherwise make available to City all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Agreement or Agreement Documents, whether completed or in process. Upon receipt of any such written notice, Contractor shall, unless the notice requires otherwise:

- (a) immediately discontinue work on the date and to the extent specified in the notice;

- (b) place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;
- (c) promptly make every reasonable effort to obtain suspension, upon terms satisfactory to City, of all orders, subcontracts and rental agreements to the extent they relate to performance of work suspended;
- (d) continue to protect and maintain the Work including those portions on which work has been suspended, and
- (e) take any other reasonable steps to minimize costs associated with such suspension.

In addition to all amounts that would otherwise be due for Work performed prior to the suspension, as compensation for such suspension, Contractor will be reimbursed for the following verifiable costs (without profit) and without duplication of any item, to the extent that such costs directly result from such suspension of work:

- (a) standby charge to be paid to Contractor during the period of suspension of work which standby charge shall be sufficient to compensate Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Work in a standby status;
- (b) All reasonable costs associated with mobilization and demobilization of Contractor's plant, forces and equipment; and
- (c) An equitable amount to reimburse Contractor for the cost of maintaining and protecting that portion of the Work upon which work has been suspended.

32. Ownership of Documents. All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, including drawings and specifications prepared or furnished by Contractor (and any Subcontractor) pursuant to this Agreement shall become owned by and be the property of the City and the City shall consequently obtain ownership of them by any statutory law or common law and other reserved rights, including copyright; however, such documents are not intended or represented by Contractor to be suitable for reuse by City on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by Contractor for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Contractor or to any Subcontractors. If City alters any such documents, City will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.

33. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of

the period of the Force Majeure event.

34. Remedies Cumulative. Waiver. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, are intended to be cumulative and concurrent. The exercise by either party of any one or more of its remedies will not preclude the exercise by a party, at the same or different times, of any other remedies for the same default or breach, or of any of its remedies for any other default or breach by the other party. The waiver by a party of any default or Event of Default under this Agreement will not extend to or affect any other existing or subsequent Event of Default, or impair any rights, powers, or remedies of a party in connection with any other default or Event of Default. A party's delay or omission in exercising any right, power or remedy will not be construed as a waiver of any default or Event of Default or constitute acquiescence to the default.

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

City:	Ana M. Garcia, ICMA-CM, City Manager City of Dania Beach, Florida 100 West Dania Beach Boulevard Dania Beach, Florida 33004
With a copy to:	Eve A. Boutsis, City Attorney City of Dania Beach 100 West Dania Beach Boulevard Dania Beach, Florida 33004
Contractor:	Luigi Basile, President. Basile USA LLC 3864 SW 30 Avenue Fort Lauderdale, Florida 33312

36. Governing Law. The parties agree that this Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

37. Bankruptcy. It is agreed upon that if the Contractor is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective upon the date and at the time the bankruptcy petition is filed. Upon such filing of Bankruptcy, Contractor will automatically be in default of this Agreement and the provisions of Article 9 will be enforced at City's discretion.

38. Dispute Resolution

38.1 Claims And Disputes

A. The responsibility to substantiate a Claim shall rest with the party making the Claim. All Claims must be made in writing and addressed to the City and the Contractor.

B. Process for Resolving a Claim. The Contractor shall review the Claim and make a recommendation to the City. The City shall render a final decision regarding the Claim. A decision by the City shall be required as a condition precedent to litigation of a Claim between the Contractor and City as to all such matters arising prior to the date final payment is due, regardless of: 1) whether such matters relate to execution and progress of the Work; or 2) the extent to which the Work has been completed.

C. Time Limits on Claims. Claims by the Contractor must be made within thirty (30) days after occurrence of the event giving rise to such Claim or within thirty (30) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims by the Contractor or its respective subcontractors must be made by written notice to the City. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

D. Continuing Agreement Performance. Pending final resolution of a Claim, unless otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Agreement and the City shall continue to make payments in accordance with the Agreement Documents.

E. Claims for Concealed or Unknown Conditions. If conditions are encountered at the Project site which are: 1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Agreement Documents; or 2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist in the locale of the Project site and generally not recognized as inherent in construction activities of the character provided for in the Agreement Documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than twenty-one (21) days after first observance of the conditions. The Contractor shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall recommend to the Consultant, with the City's approval, an equitable adjustment in the Agreement Sum, Agreement Time, or both. If the Consultant determines that the conditions at the Project site are not materially different from those indicated in the Agreement Documents and that no change in the terms of the Agreement is justified, the Consultant shall so notify the City and Contractor in writing, stating the reasons. Claims by either party in opposition to such determination must be made within twenty-one (21) days after the Consultant has given notice of the decision. If the Consultant and Contractor cannot agree on an adjustment in the Agreement Sum or Agreement Time, the adjustment shall be referred to the City for

final determination.

F. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Agreement Sum, written notice as provided in these Conditions shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.3. If the Consultant believes additional cost is involved for reasons including but not limited to: 1) a written interpretation from the Contractor; 2) an order by the City to stop the Work where the Contractor was not at fault; 3) a written order for a minor change in the Work issued by the Contractor; 4) failure of payment by the City; 5) termination of the Agreement by the City; or 6) City's suspension of Work, then the Claim shall be filed in accordance with the procedure established in this Agreement.

G. Claims for Additional Time.

1. If the Contractor wishes to make Claim for an increase in the Agreement Time, written notice as provided in these Conditions shall be given. The Contractor's Claim shall include an estimate of cost and a probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

2. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

H. Injury or Damage to Person or Property. If either party to the Agreement suffers injury or damage to person or property because of an act or omission of the other party, or any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after first observance of the injury or damage. The notice shall provide sufficient detail to enable the other party to investigate the matter.

38.2 Resolution Of Claims And Disputes

A. The Contractor shall review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: 1) request additional supporting data from the claimant; 2) submit a schedule to the parties indicating when the Contractor expects to take action; or 3) suggest a compromise. The Consultant may, at the City's direction, notify the surety, if any, of the nature and amount of the Claim. The Contractor shall notify the City or the Claimant. The City shall make the final determination of whether to pay or dispute the Contractor's Claim.

B. If a Claim has been resolved, the Contractor shall prepare or obtain appropriate documentation.

C. If a Claim has not been resolved, the party making the Claim shall, within ten days (10) after the Contractor preliminary response, take one or more of the following actions: 1) submit additional supporting data requested by the Contractor; 2) modify the initial Claim; or 3) notify the Contractor that the initial Claim remains valid.

D. The Contractor shall notify the parties in writing of the City's decision within seven days of receipt of: 1) additional supporting data; 2) a request to modify the initial Claim; or 3) that the initial Claim stands and the City's decision shall be final and binding on the parties but subject to review by a court of competent jurisdiction. The Contractor shall prepare or obtain appropriate documentation regarding the Claim. If there is a surety and there appears to be a possibility of a Contractor's default, the Contractor may, at the City's direction, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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

39. Venue; Fees.

39.1 If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. To be clear, should mediation fail, all claims, counterclaims, disputes and other matters in question between City and Contractor arising out of, relating to or pertaining to this Agreement, or the breach of it, or the services of it, or the standard of performance required in it, shall be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida. **IN ANY LITIGATION, THE PARTIES AGREE TO EACH WAIVE ANY TRIAL BY JURY OF ANY AND ALL ISSUES. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL AGREEMENT TERM.**

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

40. Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement.

41. Prevailing Party's Attorneys' Fees. If either party institutes legal proceedings in connection with the Agreement, the prevailing party will be entitled to recover its costs of suit, including without limitation, its Attorneys' Fees.

42. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

43. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

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

45. All Prior Agreements Superseded. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written.

46. Independent Contractors. Contractor, any Subcontractors and their respective employees and agents shall be and remain independent Contractors and not employees of City with respect to all of the acts and services performed under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties to this Agreement. All agents, employees and Subcontractors of the Contractor retained to perform services pursuant to this Agreement shall comply with all laws of the United States concerning work eligibility.

47. The Contractor understands and agrees that the City, during any fiscal year, is not authorized to expend money, incur any liability, or enter into any Agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year and that any Agreement, verbal or written, made in violation of this subsection is null and void and that consequently, no money may be paid on such Agreement beyond such limits. Nothing contained in this Agreement shall prevent the making of contracts for periods exceeding one (1) year, but any Agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Contractor shall not proceed with services under this Agreement without City's written verification that the funds necessary for Contractor compensation and other necessary expenditures are budgeted as available within the appropriate fiscal year budget.

48. Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a "purchasing agent" as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and,

further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

49. Contractor shall comply with all federal, state and City laws applicable to the Contractor services and specifically those covering Equal Opportunity Employment, the Americans with Disabilities Act (“ADA”) eligibility to perform services as specified in the Florida Public Entity Crime law and the Florida Building Code. The Contractor is expected to fully comply with all provisions of all laws and the City reserves the right to verify the Contractor’s compliance with them. Failure to comply with any laws will be grounds for termination of the Agreement for cause.

50. In the event of any conflict between any provisions of this Agreement and any provision in any attached Exhibit, the parties agree that the provisions of this Agreement are controlling (including, but not limited to, all terms and provisions governing compensation). Further, any prior Agreement related to the services is rescinded and replaced by this Agreement.

51. Contractor agrees to perform its obligations under this Agreement in accordance with the degree of skill and care exercised by multimedia Contractors performing similar services under similar conditions. Contractor makes no other representations and no warranties, whether express or implied, with respect to the quality of its performance under this Agreement.

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

- A. Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
- D. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.

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

54. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

55. Verification of Employment Eligibility. Contractor represents that Contractor, and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

56. Successors And Assigns. The City and the Contractor each bind itself, its officers, directors, qualifying agents, partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Agreement. Contractor shall not assign, transfer, convey or otherwise hypothecate the Agreement or its right, title or interest in or to the same or any part thereof, or allow legal action to be brought in its name for the benefit of others, without previous written consent of the City, and concurred with by the Contractor's Surety. Contractor acknowledges that the City has entered into this Agreement with Contractor after a comprehensive competitive award process, and evaluation of Contractor's particular qualifications and skills to perform the Work. Therefore, Contractor agrees that the City may withhold the consent to assignment referred to herein for any reason the City deems appropriate, in its sole and exclusive discretion.

57. Time is of the Essence. Time is of the essence in the performance of all obligations of each party under this Agreement.

58. No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and Contractor, or as constituting Contractor as the agent or representative of the City for any purpose or in any manner whatsoever.

59. Recording; Documentary Stamps. A memorandum of this Agreement, in the form attached as Exhibit H, will be recorded by the City in the Public Records of Broward County, Florida. The cost of recording, and the cost of any required documentary stamps, will be paid in full by the City. The parties will cooperate in structuring the transactions contemplated by this Agreement to reduce such costs, provided the structure does not have any adverse consequence for the City.

60. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

61. Third Party Beneficiaries. Neither Contractor nor City intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

62. Negotiated Agreement. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other. The parties hereto acknowledge that they have thoroughly read this Agreement, including all exhibits and attachments hereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein.

63. Incorporation by Reference. The truth and accuracy of each "Recital" clause set forth above is acknowledged by the parties. The attached Exhibits to this Agreement are incorporated into and made a part of this Agreement and all exhibits subsequently attached to this Agreement pursuant to the terms hereof shall be deemed incorporated into and made a part of this Agreement.

64. Conflicts of Interest: City Representatives not Individually Liable. No elected official, representative, or employee of the City has any personal interest, direct or indirect, in this Agreement. No elected official, representative or employee will participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she has an interest, directly or indirectly. No elected official, representative or employee of the City will be personally liable to Contractor or any successor in interest for any amount which may become due to Contractor, for any obligations of City under the Agreement, or in the event of any default or breach by the City.

65. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

66. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

67. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

68. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

69. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

70. Other governmental entities may elect to purchase the goods and services specified in this Agreement, which shall be made available upon the same terms and conditions as those specified in this Agreement.

71. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

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

ATTEST:

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:
Basile USA LLC, a Florida limited liability company

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on _____, 2025 by _____ as _____ of Basile USA, LLC, a Florida limited liability company. He/she is personally known to me or has produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH, FLORIDA



SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

CITY INVITATION TO BID (“ITB”) NO. 24-032

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Monday, November 18, 2024

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid (“ITB”) No. 24-032

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SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid ("ITB") No. 24-032

1. NOTICE TO BIDDERS

CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
"SOUTHWEST 34TH TERRACE DRAINAGE PROJECT"
24-032

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its **"SOUTHWEST 34TH TERRACE DRAINAGE PROJECT, 24-032"**.

Bids will be accepted on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl> until Wednesday, December 18, 2024, at 10:00 am. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from
<https://procurement.opengov.com/portal/daniabeachfl/projects/128539>.

NON-MANDATORY PRE-BID CONFERENCE

A NON-MANDATORY Pre-bid conference will be held on **Tuesday, November 26, 2024**, at 10:00 am at https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTNmMjkyNjMtMTk0Ny00NDEwLWEwMjMtMmFjNGIzYTlyNWM0%40thread.v2/0?context=%7b%22Tid%22%3a%226495b0d2-76aa-4ce0-8735-1233202a940c%22%2c%22Oid%22%3a%223028fa4d-0599-4312-97cf-3d95ed366f47%22%7d. All Bidders and interested persons are invited to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the Portal at <https://procurement.opengov.com/portal/daniabeachfl/projects/128539> for all interested persons who are following the project. The Bidder will be notified of any addenda issued, if following the project, but it is recommended they check the portal to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

BID DOCUMENTS

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

Bids must be submitted electronically on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl>, the City's designated electronic bidding system.

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A bid bond of 5% is required and must be made payable to the City of Dania Beach in addition to the bidder's proposal for this project.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Microsoft Teams meeting software. Award of a contract will be made at a subsequent City Commission meeting

All bidders are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA

Published on: Monday, November 18, 2024

2. GENERAL TERMS & CONDITIONS

2.1 NO BIDS OR PROPOSALS

If a Bidder or Offeror does not intend to bid or submit a proposal, 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.

2.2 CAUSES FOR REJECTION OF A BID OR PROPOSAL

- A. No bid or proposal will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid or proposal, and the Bidder or Offeror by signing the bid or proposal shall be deemed to have verified that no errors appear in the bid or proposal as submitted. Any alterations, erasures, interlineations or failures of a bid or proposal to contain all items called for in the solicitation may result in rejection of the bid or proposal.
- B. If any Bidder or Offeror violates any provision in the solicitation, such Bidder or Offeror may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid or proposal was submitted, and the Bidder or Offeror may be further disqualified from bidding or submitting proposals on any future bids or proposals for work, for goods, or for services for the City.

2.3 GENERAL CONDITIONS

- A. **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work. The successful Bidder shall provide a Performance Bond for One Hundred percent (100%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form can be found in the attachments; it is made a part of and is incorporated into the ITB by this reference.
- B. **Documentation:** Bidder shall submit in its bid the following:
 - 1. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
 - 2. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
 - 3. A complete Bidder's Questionnaire; it is made a part of and is incorporated into the ITB by this reference.
- C. **Bidder Expenses:** Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages,

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid ("ITB") No. 24-032

or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

- D. **No Contract:** By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.
- E. **Conflict of Interest:** Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.
- F. **General Conditions:** The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

2.4 SPECIAL CONDITIONS

- A. Any and all Special Conditions contained in the solicitation that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- B. The solicitation, Bidder Submissions, Specifications, Attachments, Addendum or Addenda, the legal advertisement of the solicitation and any other pertinent documents form a part of the solicitation, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the solicitation and the awarded agreement.

2.5 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder or Offeror. A copy of the Sworn Statement on Public Entities Crimes can be found in the attachments; a copy is made a part of and is incorporated into the solicitation by this reference.

2.6 PRICES, TERMS ARE TO BE FIRM

- A. The Bidder or Offeror warrants by virtue of its Bid or proposal that the prices, terms and conditions contained in the solicitation shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the solicitation opening.

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- B. The bid or proposal prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.
- C. The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

2.7 PROTECTION OF PROPERTY

- A. The successful Bidder or Offeror shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder or Offeror shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.
- B. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

2.8 TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

2.9 INSTRUCTIONS TO BIDDERS

Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

2.10 RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder or Offeror shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

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2.11 NON-COLLUSION STATEMENT

By submitting a bid or proposal, the Bidder or Offeror affirms that the bid or proposal is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid or proposal is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder or Offeror; a copy of the form can be found in the Bidders Submissions; it is made a part of and is incorporated into the solicitation by this reference.

2.12 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder or Offeror is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder or Offeror must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the solicitation, for questions of a material nature, at least ten (10) calendar days prior to the solicitation opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder or Offeror.

2.13 PUBLIC RECORDS

- A. **Bid or Proposal Submissions Shall Become City Property:** All submissions become the property of the City and will not be returned to the Bidder or Offeror. The City will hold all submissions in confidence unless otherwise required by law.
- B. **Contractor’s Obligations:** Bidders or Offerors should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:
 - 1. **Documents to Be City Property:** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.
 - 2. **Maintenance of Records:** Bidder or Offeror agrees to keep and maintain public records in Bidder’s or Offeror’s possession or control in connection with Bidder’s or Offeror’s performance under the contract. Bidder or Offeror additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder or Offeror 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.
 - 3. **Response to Public Records Requests:** Upon request from the City custodian of public records, Bidder or Offeror 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.

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4. **Delivery of Records:** Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder or Offeror shall be delivered by the Bidder or Offeror to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder or Offeror shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder or Offeror shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Any compensation due to Bidder or Offeror shall be withheld until all records are received as provided in this solicitation.
5. **Failure to Comply:** Bidder's or Offeror's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

C. **Florida Public Records Law:** Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER OR OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S OR OFFEROR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER OR OFFEROR MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Elora Riera, City Clerk

Mailing Address: 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004

Telephone number: 954-924-6800, Ext. 3623

Email: eriera@daniabeachfl.gov

2.14 SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

2.15 QUALIFICATION OF BIDDERS OR OFFERORS

- A. **Bidders' or Offeror's Qualifications:** The Bidder or Offeror shall complete the Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder or Offeror to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder or Offeror to be non-responsible.
- B. **Certified Financial Statement:** If requested by the Owner, the Bidder or Offeror shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. **Disqualification:** A Bidder or Offeror shall be disqualified and its unopened Bid or Proposal shall be rejected by the City for any one or more of the following reasons:

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1. Reason to believe that collusion exists among the Bidders or Offerors.
2. The Bidder or Offeror is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder or Offeror has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
4. The submittal of more than one Bid or Proposal from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
5. Untimely bids or proposal shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid or proposal receipt documented by the City Clerk's office shall determine the timeliness of the Bid or Proposal.

- D. Non-responsible Bidder or Offeror :** A Bidder or Offeror may be determined by the Owner to be "non-responsible" once Bids or Proposals are opened, and a Bid or Proposal may be rejected for any one or more of (but not limited to) the following reasons:

Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.

The Bidder's or Offeror's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.

The appearance of an unbalanced Bid or Proposal, as determined by the Owner.

If the Bidder or Offeror makes one or more false statements or provides false information in connection with any portion of the bidding documents.

If the Bidder or Offeror fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

- E. Non-responsive Bidder or Offeror :** A Bidder or Offeror may be deemed to be non-responsive and a Bid or Proposal may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder or Offeror fails to submit a complete Bid or Proposal, including but not limited to, submitting evidence of all insurance coverages required by the Bid or Proposal and the Contract Documents.
2. If the Bidder or Offeror fails in any way to abide by any of the provisions of the Contract Documents.

2.16 CONTRACTOR'S RELATION TO THE CITY - INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

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2.17 EMPLOYEES OF THE CONTRACTOR

- A. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the solicitation. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.
- B. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

2.18 AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

2.19 LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- A. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- B. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- C. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- D. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

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2.20 TERMINATION OF AGREEMENT

If the successful Bidder or Offeror who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the solicitation without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

2.21 TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

2.22 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

- A. The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:
1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
 2. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 3. liens, claims, actions made by the Contractor or other party performing the work; and
 4. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

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B. Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

1. To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

2.23 INSURANCE REQUIREMENTS

- A. Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or

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omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply "Per Job";
 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor's insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.
- H. **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

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- 1. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
 - 2. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**
- I. SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 2. Waiver of Subrogation.
- J. AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.
- K. SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. "The City of Dania Beach" is added as a named "Additional Insured";
 2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 3. Waiver of Subrogation.
- L. Proof of Insurance:** The following are requirements that must be met regarding the Bidder's or Offeror's delivery of Certificates of Insurance for all coverages required in the Agreement and Solicitation Documents:
1. "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid or Proposal at submittal on the date and time of the Bid or Proposal opening. If the "preliminary" certificates are not included with a Bid or Proposal submittal, then the City has the right to consider the submitted Bid or Proposal as non-responsive on the date and time of the Bid or Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
 2. "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder or Offeror as void and to negotiate a

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contract with the next lowest responsive and responsible Bidder or Offeror. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

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

2.24 SAFETY

- A. The successful Bidder or Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder or Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.
- B. Bidder or Offeror, by submitting a bid or proposal, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

2.25 WARRANTY

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

2.26 RESPONSIBLE BIDDER OR OFFEROR

No bid or proposal will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

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2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders or Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's or Offeror's social, political, or ideological interests when determining if the Bidder or Offeror is a responsible Bidder or Offeror. Bidders or Offerors are further notified that the City's governing body may not give preference to a Bidder or Offeror based on the Bidder's or Offeror's social, political, or ideological interests.

2.28 CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder or Offeror, and determine to its satisfaction the competency of the Bidder or Offeror to undertake the requested services in the solicitation.

2.29 SOLICITATION PROTEST PROCEDURE

- A. After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder or Offeror claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.
- B. A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.
- C. The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.
- D. In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

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2.30 LITIGATION

- A. In addition to any other provision of this solicitation, the City may, in its absolute discretion, reject a Bid or Proposal if the Bidder or Offeror, or any officer or director of the Bidder or Offeror submitting the Bid or Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.
- B. In determining whether or not to reject a Bid or Proposal under this section, the City will consider whether the litigation is likely to affect the Bidder's or Offeror's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder or Offeror indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder or Offeror.
- C. A contract with the successful Bidder or Offeror will include the following:
GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**
- D. All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

2.31 CONTRACT AWARD AND EXECUTION

- A. **Bid or Proposal Opening and Evaluation:** The City will publicly open and announce all bids or proposals it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders or offerors have properly submitted and executed all required solicitation documents and forms; review all bids or proposals for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids or proposals to the engineer's estimate; evaluate unbalanced bid or proposal items; confirm the bid tabulations; and provide a recommendation for award of bid or proposal or recommendation for re-advertisement, if appropriate, to the City Commission.
- B. **Rejection of Bids or Proposals:** The City may reject bids or proposals in the following circumstances:

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1. where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
2. where obvious unbalancing of unit prices has occurred, or
3. where competition is considered to be inadequate relative to the size, type, and location of the project.

C. Prohibition of Negotiations with Contractors or Bidders or Offerors: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

D. Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

2.32 CONE OF SILENCE

A. Cone of Silence: Definitions: “Cone of Silence,” as used in this solicitation, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

1. a potential vendor, service provider, Bidder or Offeror, bidder, lobbyist, or consultant, and;
2. a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this solicitation upon the advertisement of the solicitation. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

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1. Oral communications at pre-bid or pre-proposal conferences;
2. Oral presentations before the Selection Committee;
3. Public presentations made to the City Commission members during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the solicitation. The Bidder or Offeror shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
5. Communications regarding the solicitation between a potential vendor, service provider, Bidder or Offeror, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the City Attorney and his staff;
7. Duly noticed site visits to determine the competency of a Bidder or Offeror regarding the solicitation during the time period between the opening of Bids or Proposals and the time the City Manager makes a written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City’s request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder or Offeror, lobbyist, or consultant and any member of the City’s professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder or Offeror shall render any solicitation award or contract to the Bidder or Offeror voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this solicitation, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

2.33 ADDITIONAL GENERAL CONDITIONS

- A. **Liquidated Damages:** Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

1. **Staging of Material in Right-Of- Way:**

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced

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and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

2. Site Restoration:

Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

3. Access:

As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

B. Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than one hundred fifty (150) calendar days and Final Completion of the entire Work not later than one hundred eighty (180) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

3. SPECIAL CONDITIONS

3.1 INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

- A. All questions requiring interpretation or clarification of the bidding documents shall be submitted to the project's Q&A in the portal **by NO VALUE at NO VALUE**. Questions received after this time will not be addressed.
- B. For information pertaining to this ITB, Bidders shall submit questions to the portal. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.
- C. Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.
- D. The Bidder, prior to submitting a bid, shall acknowledge any Addendum or Addenda issued by the City for this Project.
- E. Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.
- F. **Bidders shall use the Bid Document Forms furnished in the ITB.**
- G. In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.
- H. **Insurance Coverage:** Bidders who are responding to the Invitation to Bid ("ITB") **MUST** comply with all of the Insurance Requirements specified in the General Terms and Conditions of the Bid Documents and the Agreement upon award to the successful Bidder.

3.2 BID SECURITY

- A. **Bid Security:** Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of 5% of the bid price as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.
- B. Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see attachments) issued by a surety meeting the qualifications stated in these Instructions to Bidders. Cashier's checks must be received by the Procurement Division before the bid submission deadline at the address noted on the title page. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

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- C. Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

3.3 FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

3.4 QUALIFICATION OF BIDDERS

- A. **Bidders' Qualifications:** The Bidder shall complete the Bidders' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.
- B. **Certified Financial Statement:** If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. **Disqualification:** A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:
1. Reason to believe that collusion exists among the Bidders.
 2. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
 3. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
 4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
 5. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.
- D. **Non-responsible Bidder:** A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons: Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.

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The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.

The appearance of an unbalanced Bid, as determined by the Owner.

If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.

If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

E. **Non-responsive Bidder:** A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
2. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

3.5 BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

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3.6 PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

- A. Defective work not remedied.
- B. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
- D. Damage to another Contractor not remedied.
- E. Liability for liquidated damages that has been incurred by the Contractor.
- F. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
- G. Reasonable evidence that the work will not be completed within the Contract Time.
- H. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or consent of surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

3.7 CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

This project will be funded by Federal funds. As such, the following provisions apply:

A) Equal Employment Opportunity

During the performance of this contract, in accordance with 41 C.F.R Chapter 60-1.4 (b) the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to

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ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

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sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- i. *Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B) Contract Work Hours and Safety Standards Act

To ensure compliance with the Contract Work Hours and Safety Standards Act, the Contractor agrees as follows:

- a. ***Overtime requirements.*** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. ***Violation; liability for unpaid wages; liquidated damages.*** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- c. ***Withholding for unpaid wages and liquidated damages.*** The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime

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Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- d. ***Subcontracts.*** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

C) Clean Air Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D) Federal Water Pollution Control Act

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E) Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor's, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
- c. This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F) Byrd Anti-Lobbying Amendment

- a. The Contractor certifies to the Owner that it has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. *The Certification is provided as a required signature form.*
- b. Contractor will also ensure that each tier of subcontractor(s) shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures will be forwarded from tier-to-tier up to the Owner.

G) Procurement of Recovered Materials

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule.
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designate items is available at EPA's Comprehensive Procurement Guidelines website
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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H) Access to Records

- a. The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

I) DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

J) Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Contractor shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act

K) No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

L) Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

M) Rights to Inventions Made Under a Contract or Agreement

As required by Federal program legislation, Contractor agrees to comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

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N) Prohibition on Contracting for Covered Telecommunications Equipment or Services Prohibitions. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- d. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- e. Exceptions. This Section does not prohibit CONTRACTOR from providing:
- f. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- g. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: (ii). Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- h. Reporting requirement. In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of

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such by a subcontractor at any tier or by any other source, the contractor shall report the information required of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- i. The CONTRACTOR shall report the following information: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information required of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

O) Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract

P) Copeland Anti-Kickback Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. This contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime

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contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Q) Davis-Bacon Act

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week

4. SCOPE OF WORK

4.1 SCOPE

- A. The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for Invitation to Bid (ITB) 24-032 “**SOUTHWEST 34TH TERRACE DRAINAGE PROJECT**”. The project work includes the installation of new catch basin inlets, drainage piping, regrade swales, and install new piping along SW 34th Terrace. The project also involves raising two existing outfalls that discharge into the Dania Cut-Off Canal.
- B. By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.
- C. It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.
- D. Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.
- E. **Applicants should include the following items in the submitted Bid:**
 - 1. Letter of Transmittal.
 - 2. Anticipated timeline to begin delivery of services.
 - 3. A breakdown of the costs for the delivery of services described above.
 - 4. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
 - 5. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
 - 6. A list of five (5) similar projects performed in South Florida (see the BIDDER SUBMISSIONS) and it includes the following information:
 - a. Name of each entity for which the work was performed.
 - b. Brief description of the scope of work.
 - c. Amount of initial contract award; and

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

- d. Name of contact person and contact information with the entity who can knowledgeably discuss your company's performance.
7. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
8. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor's qualifications.
9. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
10. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

4.2 Purpose

The intent of this solicitation is to engage a qualified and experienced contractor to install new catch basin inlets, drainage piping, regrade swales, and install new piping along SW 34th Terrace. The project also involves raising two existing outfalls that discharge into the Dania Cut-Off Canal. The objective is to improve the drainage system's performance and prevent flooding in the area.

4.3 General Scope of Work

The selected vendor will be responsible for the following tasks:

Catch Basin Inlet Installation:

- Excavate and install new catch basin inlets along SW 34th Terrace in designated locations.
- Ensure that all inlets are properly positioned and connected to the drainage network.

Drainage Piping Installation:

- Supply and install new drainage piping to connect the catch basins to the outfall locations.
- Piping materials must meet all local and national drainage and environmental standards.
- Ensure correct alignment and slope for proper drainage flow.

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid (“ITB”) No. 24-032

Regrading of Swales:

- Regrade existing swales along SW 34th Terrace to ensure proper water flow into the new drainage system.
- Swales must be graded at the appropriate angle to promote runoff toward the catch basins.

Outfall Elevation Adjustment:

- Modify the two existing outfalls that discharge into the Dania Cut-Off Canal.
- Raise the outfalls to a specified height to improve water flow and reduce the risk of backflow into the drainage system.

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT**Invitation To Bid ("ITB") No. 24-032****5. BID FORM****GENERAL**

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
1	Bonds and Insurance (Limited to 3% of Total Bid)	1.02	1	LS		
2	Mobilization	1.03	1	LS		
3	Maintenance of Traffic	1.04	1	LS		
4	Permit Fees	1.05	1	LS		
5	Considerations for Indemnification	1.06	1	LS		
TOTAL						

DEMOLITION

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
6	Clear and Grade Swales	1.07	4,500	SY		
7	Remove and Dispose of Existing Asphalt Pavement	1.08	3,800	SY		
8	Remove and Dispose of Existing Speed Hump	1.09	1	EA		
9	Remove and Reinstall Existing Mailboxes	1.10	40	EA		
10	Remove and Reinstall Existing Signs	1.11	6	EA		
11	Remove and Dispose of Existing Abandoned Water Main Pipe	1.12	770	LF		

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT**Invitation To Bid ("ITB") No. 24-032**

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
12	Remove and Dispose of Existing Drainage Pipe	1.13	50	LF		
13	Remove and Dispose of Existing Drainage Structure	1.13	2	EA		
TOTAL						

DRAINAGE

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
14	Furnish and Install 'Type C' Drainage Structure	1.15	12	EA		
15	Furnish and Install 48" Drainage Catch Basin	1.15	1	EA		
16	Furnish and Install 48" Drainage Manhole	1.15	7	EA		
17	Furnish and Install 72" Drainage Manhole	1.15	1	EA		
18	Furnish and Install 15" RCP Drainage Pipe	1.16	220	LF		
19	Furnish and Install 18" RCP Drainage Pipe	1.16	1,400	LF		
20	Furnish and Install Pollution Retardant Baffle	1.17	2	EA		
21	Connect to Existing Stormwater Pipe	1.18	3	EA		
22	Adjust Existing Sanitary Sewer Lateral	1.19	10	EA		
23	Adjust Existing Water Service	1.20	10	EA		

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid ("ITB") No. 24-032

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
24	Adjust Existing Structure (Raise RIM Elevation)	1.21	8	EA		
TOTAL						

RESTORATION

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
25	Stabilization of Subgrade	1.22	4,200	SY		
26	Furnish and Compact Lime Rock Base Material	1.23	4,000	SY		
27	Furnish and Place 1 1/4" Asphalt Concrete Pavement - Type S-I 1st lift	1.24	3,800	SY		
28	Furnish and Place 3/4" Asphalt Concrete Pavement - Type S-III 2nd lift	1.24	3,800	SY		
29	Asphalt Driveway Apron Restoration	1.25	860	SY		
30	Concrete Driveway Apron Restoration	1.26	420	SY		
31	Furnish and Install Concrete Apron	1.26	12	EA		
32	Specialty Driveway Apron Restoration	1.27	430	SY		
33	Furnish and Install New Traffic Sign	1.28	2	EA		
34	Furnish and Install Temporary Striping	1.29	80	LF		

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid (“ITB”) No. 24-032

Line Item	Description	Section 1025	Quantity	Unit of Measure	Unit Cost	Total
35	Furnish and Place 6" Thermoplastic (double yellow - solid line)	1.29	80	LF		
36	Furnish and Place Reflective Pavement Markers	1.30	8	EA		
37	Furnish and Install Speed Hump (includes pavement markings and signage)	1.31	1	EA		
38	Furnish and Install Sod (match existing type)	1.32	4,500	SY		
39	Existing Irrigation System Restoration	1.33	50	LOT		
TOTAL						

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

6. BIDDER SUBMISSIONS

1 BIDDER QUALIFICATIONS

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

1.1 Authorized representative contact information?*

Please include the name, title, phone and email of the authorized representative

*Response required

1.2 Entity type?*

☐ Corporation

☐ Partnership

☐ Individual

☐ Other (specify below)

*Response required

1.3 If you selected other please specify:

1.4 If you selected corporation please enter date of incorporation and state in which incorporated:

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

☐ Please confirm

1.6 Please include the name and title of Principal Officers and the date they were elected:*

*Response required

1.7 How many years has your organization been in business?*

Enter years

*Response required

1.8 The length of time (continuous) in business in Florida:*

Enter years

*Response required

1.9 Please upload a copy of a county or municipal Business Tax Receipt*

*Response required

1.10 Please upload the Resumes of key personnel who will be assigned to Project Work and a description of the role of each person within the company*

*Response required

1.11 Have you ever failed to complete any work awarded to you?*

☐ Yes

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

☐ No

*Response required

When equals "Yes"

1.11.1 If yes, please explain below*

*Response required

1.12 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.12.1 If yes, please explain below*

*Response required

1.13 Within the last five years, have you ever had a performance, payment or bid bond called?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.13.1 If yes, please explain below*

*Response required

1.14 Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.14.1 If yes, please explain below*

*Response required

1.15 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?*

☐ Yes

☐ No

*Response required

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

When equals "Yes"

1.15.1 If yes, please explain below*

*Response required

1.16 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.16.1 If yes, please explain below*

*Response required

1.17 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.17.1 If yes, please explain below*

*Response required

1.18 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.18.1 If yes, please explain below*

*Response required

1.19 Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?*

☐ Yes

☐ No

*Response required

When equals "Yes"

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

1.19.1 If yes, please explain below*

*Response required

1.20 Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.20.1 If yes, please explain below*

*Response required

1.21 Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.21.1 If yes, please explain below*

*Response required

1.22 Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.22.1 If yes, please explain below*

*Response required

2 Commercial/Government References

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1 Reference 1*

Please include:

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid (“ITB”) No. 24-032

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.2 Reference 2*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.3 Reference 3*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.4 Reference 4*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT
Invitation To Bid ("ITB") No. 24-032

2.5 Reference 5*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

3.1 List below all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.*

*Response required

3.2 Have you personally completed a plan for performance of the work?*

*Response required

3.3 Have you ever failed to complete work awarded to you?*

☐ Yes

☐ No

*Response required

When equals "Yes"

3.3.1 If so, when, where and why?*

*Response required

3.4 What equipment do you own that is available for work?

3.5 Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?*

*Response required

3.6 How many employees (Contractors only) will be assigned to perform the services?*

*Response required

3.7 How many supervisors will be assigned to perform the services?*

*Response required

3.8 Will personnel be part of a regular crew assigned to perform the services? *

☐ Yes

☐ No

*Response required

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

3.9 Will you be able to provide service for emergency situations? *

☐ Yes

☐ No

*Response required

When equals "Yes"

3.9.1 If so, how much notice is required?*

*Response required

3.10 What equipment do you own that is available to complete the Project?*

EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.

*Response required

3.11 Please attach copies of any licenses, awards, certificates, etc., that you may have.

4 REQUIRED FORMS

4.1 Will you be utilizing Surety2000 Bid Bond verification?*

Select no if uploading your bid bond

☐ Yes

☐ No

*Response required

When equals "Yes"

4.1.1. Surety2000 Bid Bond*

Please enter your Bid Bond information from Surety2000 below.

*Response required

When equals "No"

4.1.2 Bid Security*

Please download the below documents, complete, and upload.

- [BID_BOND.pdf](#)

*Response required

4.2 DRUG-FREE WORKPLACE CERTIFICATION*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

SOUTHWEST 34TH TERRACE DRAINAGE PROJECT

Invitation To Bid ("ITB") No. 24-032

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- D. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

☐ Please confirm

***Response required**

4.3 Affidavit of Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

PRICE TABLES

General

Line Item	Description	Section 1...	Quantity	Unit of Measure	Unit Cost	Total
1	Bonds and Insurance (Limited to 3% of Total Bid)	1.02	1	LS	\$24,956.00	\$24,956.00
2	Mobilization	1.03	1	LS	\$151,281.00	\$151,281.00
3	Maintenance of Traffic	1.04	1	LS	\$21,910.50	\$21,910.50
4	Permit Fees	1.05	1	LS	\$5,000.00	\$5,000.00
5	Considerations for Indemnification	1.06	1	LS	\$12,500.00	\$12,500.00
Total						\$215,647.50

Demolition

Line Item	Description	Section 1...	Quantity	Unit of Measure	Unit Cost	Total
6	Clear and Grade Swales	1.07	4500	SY	\$4.91	\$22,095.00
7	Remove and Dispose of Existing Asphalt Pavement	1.08	3800	SY	\$4.81	\$18,278.00
8	Remove and Dispose of Existing Speed Hump	1.09	1	EA	\$675.00	\$675.00
9	Remove and Reinstall Existing Mailboxes	1.10	40	EA	\$202.50	\$8,100.00
10	Remove and Reinstall Existing Signs	1.11	6	EA	\$202.50	\$1,215.00
11	Remove and Dispose of Existing Abandoned Water Main Pipe	1.12	770	LF	\$6.80	\$5,236.00
12	Remove and Dispose of Existing Drainage Pipe	1.13	50	LF	\$6.80	\$340.00
13	Remove and Dispose of Existing Drainage Structure	1.13	2	EA	\$1,638.90	\$3,277.80
Total						\$59,216.80

Drainage

Line Item	Description	Section 1...	Quantity	Unit of Measure	Unit Cost	Total
14	Furnish and Install 'Type C' Drainage Structure	1.15	12	EA	\$5,420.22	\$65,042.64
15	Furnish and Install 48" Drainage Catch Basin	1.15	1	EA	\$6,137.45	\$6,137.45
16	Furnish and Install 48" Drainage Manhole	1.15	7	EA	\$6,973.85	\$48,816.95

17	Furnish and Install 72" Drainage Manhole	1.15	1	EA	\$8,760.13	\$8,760.13
18	Furnish and Install 15" RCP Drainage Pipe	1.16	220	LF	\$105.45	\$23,199.00
19	Furnish and Install 18" RCP Drainage Pipe	1.16	1400	LF	\$113.21	\$158,494.00
20	Furnish and Install Pollution Retardant Baffle	1.17	2	EA	\$1,356.08	\$2,712.16
21	Connect to Existing Stormwater Pipe	1.18	3	EA	\$808.23	\$2,424.69
22	Adjust Existing Sanitary Sewer Lateral	1.19	10	EA	\$7,294.61	\$72,946.10
23	Adjust Existing Water Service	1.20	10	EA	\$2,999.25	\$29,992.50
24	Adjust Existing Structure (Raise RIM Elevation)	1.21	8	EA	\$1,908.90	\$15,271.20
Total						\$433,796.82

Restoration

Line Item	Description	Section 1...	Quantity	Unit of Measure	Unit Cost	Total
25	Stabilization of Subgrade	1.22	4200	SY	\$17.19	\$72,198.00
26	Furnish and Compact Lime Rock Base Material	1.23	4000	SY	\$16.76	\$67,040.00
27	Furnish and Place 1 1/4" Asphalt Concrete Pavement - Type S-I 1st lift	1.24	3800	SY	\$25.65	\$97,470.00
28	Furnish and Place 3/4" Asphalt Concrete Pavement - Type S-III 2nd lift	1.24	3800	SY	\$22.37	\$85,006.00
29	Asphalt Driveway Apron Restoration	1.25	860	SY	\$21.38	\$18,386.80
30	Concrete Driveway Apron Restoration	1.26	420	SY	\$116.78	\$49,047.60
31	Furnish and Install Concrete Apron	1.26	12	EA	\$1,012.50	\$12,150.00
32	Specialty Driveway Apron Restoration	1.27	430	SY	\$116.78	\$50,215.40
33	Furnish and Install New Traffic Sign	1.28	2	EA	\$1,485.00	\$2,970.00
34	Furnish and Install Temporary Striping	1.29	80	LF	\$2.70	\$216.00
35	Furnish and Place 6" Thermoplastic (double yellow - solid line)	1.29	80	LF	\$6.75	\$540.00
36	Furnish and Place Reflective Pavement Markers	1.30	8	EA	\$8.10	\$64.80
37	Furnish and Install Speed Hump (includes pavement markings and signage)	1.31	1	EA	\$2,025.00	\$2,025.00

38	Furnish and Install Sod (match existing type)	1.32	4500	SY	\$11.79	\$53,055.00
39	Existing Irrigation System Restoration	1.33	50	LOT	\$337.50	\$16,875.00
Total						\$527,259.60



City of Dania Beach Public Services Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: AUTHORIZATION TO AWARD ITB NO. 2024-009 “POLICE
SUBSTATION GENERATOR”**

Request:

The Public Services Department (PSD) is requesting the City Commission's approval to award Bid (“ITB”) No. 2024-009 “Police Substation Generator” to Zabatt Engine Services, Inc.

Background:

Due to age and wear, as well as updates to the city and county code, it has been deemed necessary to replace the back-up power generator in the city’s police sub-station located at 803 NW 1st St. The project's ITB No. 2024-009 “Police Substation Generator” was advertised in the Sun-Sentinel on June 21, 2024, and was also made available on the City's website and Demand-Star. On July 29, 2024, the bids were opened in a public forum. The city received two submissions from the following bidders:

- | | |
|--------------------------------|--------------|
| • Champs Pro Services | \$175,116.00 |
| • Zabatt Engine services, Inc. | \$178,630.08 |

Champs Pro Services was unable to provide bid security, and thus were considered unresponsive. After checking references, Zabatt was recommended by the design engineers as the most responsible and responsive bidder.

Budgetary Impact

The proposed contract with Zabatt Engine services, Inc. will cost \$178,630.08. Funding will be appropriated from the Grant Fund Police Services/HGMP Hardening Grant (FDEM) Law Enforcement/Infrastructure other than Bldgs. Account No. 103-21-65-521-63-10. With a five percent (5%) contingency for unforeseen circumstances.

Recommendation

PSD recommends approval to award Bid (“ITB”) No. 2024-009 “Police Substation Generator” Zabatt Engine Services, Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID ("ITB") NO. 2024-009 "POLICE SUBSTATION GENERATOR" TO ZABATT ENGINE SERVICES, INC. IN THE AMOUNT OF ONE HUNDRED SEVENTY EIGHT THOUSAND SIX HUNDRED THIRTY DOLLARS AND EIGHT CENTS (\$178,630.08); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's police sub-station located at 803 NW 1st Street requires a replacement of its backup power generator due to age, wear, and updates to the City and Broward County code; and

WHEREAS, ITB No. 2024-009 "Police Substation Generator" was duly advertised in the Sun-Sentinel on June 24, 2024, and made available on the City's website and Demand-Star; and

WHEREAS, the bids were publicly opened on July 29, 2024, and the City received a bid from Champs Pro Services at \$175,116.00 and Zabatt Engine Services, Inc. at \$178,630.08; and

WHEREAS, Champs Pro Services was unable to provide the required bid security and was deemed unresponsive; and

WHEREAS, Zabatt Engine Services, Inc. was recommended by the design engineers as the most responsible and responsive bidder; and

WHEREAS, the Public Services Department (PSD) recommends the award of the bid to Zabatt Engine Services, Inc.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute an agreement with Zabatt Engine Services, Inc. for the replacement of the police substation generator, in accordance with the itemized schedule of costs plus a five percent (5%) contingency for unforeseen circumstances, a copy of which is attached as Exhibit "A" and made a part of and incorporated into this Resolution by this reference.

Section 3. That funding will be appropriated and available within the Grant Fund Police Services/HGMP Hardening Grant (FDEM) Law Enforcement/Infrastructure other than Bldgs. Account No. 103-21-65-521-63-10.

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

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

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT ("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 Zabatt Engine Services, Inc., ("Contractor" with a mailing address of 4612 Highway Avenue, Jacksonville, Florida 32254. CITY and CONTRACTOR may each be referred to herein as Party and collectively as Parties.

WITNESSETH

WHEREAS, The CITY has invited bids for a CITY construction project ("Project") identified by the bid title, bid number, and project number listed below and commonly referred to as:

"POLICE SUBSTATION GENERATOR" ITB 24-009

WHEREAS, the City's police sub-station located at 803 NW 1st Street requires a replacement of its backup power generator due to age, wear, and updates to the City and Broward County code; and

WHEREAS, ITB No. 2024-009 "Police Substation Generator" was duly advertised in the Sun-Sentinel on June 24, 2024, and made available on the City's website and Demand-Star; and

WHEREAS, Zabatt Engine Services, Inc. was recommended by the design engineers as the most responsible and responsive bidder; and

WHEREAS, the Public Services Department (PSD) recommends the award of the bid to Zabatt Engine Services, Inc.

WHEREAS, on May 13, 2025 the City Commission authorized the proper City officials to execute an agreement with Zabatt Engine Services, Inc. for the replacement of the police substation generator,

NOW, THEREFORE, in consideration of these premises and the mutual conditions and covenants contained herein, the parties agree as follows:

I. AGREEMENT

- 1.1. The Parties agree that:
 - 1.1.1. The foregoing "Whereas" clauses are true and correct and incorporated herein by this reference.
 - 1.1.2. The CITY does hire and employ the CONTRACTOR to install a diesel-electric standby power system at the police substation (the "Project").
 - 1.1.3. The CONTRACTOR does accept this Contract and does agree to furnish the necessary labor, tools, equipment, materials and supplies, etc., and to complete the Project by performing all the work as set forth in the this Contract and the Contract Documents for the price and amounts set forth in Contractor's Bid Proposal.
 - 1.1.4. Contractor is an independent contractor as that term is set forth in Section 20 of the ITB.
 - 1.1.5. Unless otherwise provided, all time frames referenced in all Contract Documents shall be calendar days.

2. SCOPE OF SERVICES

- 2.1. The Project consists of those improvements described and set forth in the Contract Documents, which is attached as **Exhibit "A"**, and incorporated into this agreement by this reference.
- 2.2. The "Contract Documents" are the compilation of the following individual documents:
 - 2.2.1. Invitation to Bid
 - 2.2.2. Instructions for Bidders
 - 2.2.3. Bidder Qualifications
 - 2.2.4. Bid Form
 - 2.2.5. Performance Bond
 - 2.2.6. Payment Bond
 - 2.2.7. Bid Bond
 - 2.2.8. Certificate of Insurance
 - 2.2.9. Public Construction Bond
 - 2.2.10. Addenda
 - 2.2.11. Drug-Free Workplace Certification
 - 2.2.12. Notice to Proceed
- 2.3. The CITY will issue a Notice to Proceed to authorize CONTRACTOR to perform the Scope of Services.

CONTRACTOR shall complete the Project within 210 calendar days.

OBLIGATIONS OF CONTRACTOR

2.4. CONTRACTOR shall:

- 2.4.1. Furnish all materials, supplies, machines, equipment, tools, superintendents, labor, insurance, and other accessories and services necessary to complete the Project in accordance with the conditions and prices as stated in the Contract Documents.
- 2.4.2. Perform all the work and labor pursuant to this contract and all of the materials furnished shall be in strict conformity with the Contract Documents. CONTRACTOR further accepts and consents to the conditions contained in said Contract Documents and expressly agrees to comply with every requirement and stipulation therein contained.
- 2.4.3. Furnish all tools, equipment, materials and supplies and to do all the work above mentioned in a first-class, substantial and workmanlike manner, and in conformity with the detail for said work on file in the office of the Project Manager and strictly in accordance with the Contract Documents.
- 2.4.4. CONTRACTOR shall obtain written approval from the CITY furnish each subcontractor or material supplier with a copy of his Public Construction Bond within five (5) days of subcontractors' work or material supplying and shall maintain records to establish that notice. A copy of said notice shall be provided to the CITY's Project Manager at time of issuance.
- 2.4.5. Guarantee all work and materials for a period of one (1) years.
- 2.4.6. Pay promptly, before final settlement, any and all claims or liens by subcontractors or material suppliers incurred in and about this work.

- 2.4.7. Remove and clean up all rubbish, debris, excess material, temporary structures, tools and equipment from streets, alleys, parkways and adjacent property that may have been used or worked on by the CONTRACTOR in connection with the project promptly as such section or portion is completed and ready for use, leaving the same in a neat and presentable condition.
- 2.4.8. Observe and comply with the provisions of the charter, ordinances, codes and regulations of the CITY of Dania, Florida.
- 2.4.9. Obtain written approval from the CITY of all subcontractors not disclosed in the Contractor's bid document and the fees to be paid to them by CONTRACTOR, prior to any Subcontractor proceeding with any such work.
- 2.4.10. Perform such other tasks as set forth in the Contract Documents.
- 2.4.11. Shall provide all required bonds, insurance certificates and any other required security for performance of the Project within ten (10) calendar days of the Award of the Project.
- 2.4.12. The CONTRACTOR will be held responsible for the care, protection and condition of all work until final completion and acceptance thereof, and will be required to make good at his own cost any damage or injury occurring from any cause resulting from their acts or omissions, or the acts or omissions of their subcontractors or suppliers.
- 2.4.13. The CONTRACTOR shall, in accordance with section 255.05, Florida Statutes, before commencing the work or before recommencing the work after a default or abandonment, execute and record in the public records of Broward County a Public Construction Bond. The Public Construction Bond shall comply with the requirements of Section 255.05, Florida Statutes. The CONTRACTOR shall comply with the requirements of Section 255.05, Florida Statutes.

3. TERM

- 3.1. The initial term ("Initial Term") of this Contract shall be for 210 days from the effective date set forth above, unless otherwise terminated earlier pursuant to the terms of this Contract. City has the option, in its sole and absolute discretion, to extend this Contract if necessary to complete the Project.

4. CITY'S OBLIGATIONS

- 4.1. CITY shall provide a written Notice to proceed to CONTRACTOR.
- 4.2. Make timely payments for the work in accordance with the procedures and time frames set forth in the Contract Documents.
- 4.3. On satisfactory completion of the Project, provide a written final acceptance and payment for the entire project.

5. COMMENCEMENT OF WORK

- 5.1. CONTRACTOR hereby agrees to commence work upon receipt of the Notice to Proceed and to complete the Project as set forth in the Scope of Services.
- 5.2. Time is the essence of the contract.
- 5.3. CONTRACTOR shall notify the Project Manager in writing of any change in the names and addresses of each subcontractor proposed for principal parts of work, and any changes in subcontractors from those proposed in CONTRACTOR's bid proposal, and for such others as the Project Manager may direct, and shall not employ any that CITY may, within a reasonable time, object to as incompetent or as unfit. CONTRACTOR may, to the extent the CONTRACTOR'S schedule is delayed, be entitled to an extension of time based upon the number of days it takes CITY to approve a change to subcontractor.

6. PROTECTION OF EXISTING FACILITIES AND WORK IN PROGRESS

- 6.1. The CONTRACTOR warrants that quoted prices include the protection and continuous use of all existing work in process, property or operations of the CITY.

7. INDEMNIFICATION

- 7.1. The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claim, demand, or cause of action of whatsoever kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.
- 7.2. CONTRACTOR shall indemnify and save harmless and defend CITY, its agents, servants and employees from against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the CITY, its agents, servants or employees

arising from this contract or its performance. The CONTRACTOR and the CITY hereby agree and covenant that the CONTRACTOR has incorporated in this original bid, which constitutes the Contract sum payable by the CITY to the CONTRACTOR, specific additional consideration in the amount of twenty-five dollars (\$25.00) sufficient to support this obligation of indemnification provided for in this paragraph. The indemnification required pursuant to the Contract shall in no event be less than \$1 million per occurrence or no more than the limits of insurance required of the CONTRACTOR by the Contract, whichever is greater. It is the CITY'S and CONTRACTOR'S full intention that this provision shall be enforceable and said provision shall be in compliance with Section 725.06, Florida Statute.

- 7.3. The execution of this Agreement by the CONTRACTOR shall obligate CONTRACTOR to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in the General Conditions for Construction. However, the indemnification provision, and the insurance provision contained in the General Conditions for Construction are not interdependent of each other, but rather each one is separate and distinct from the other.
- 7.4. The obligation of the CONTRACTOR to indemnify the CITY is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the CITY or the CONTRACTOR.

8. PAYMENT BY CITY

- 8.1. City agrees to pay the Contractor a not-to-exceed amount of \$178,630.08, as shown on Contractor's Bid Form, attached as **Exhibit "B"**, and incorporated into this Agreement by this reference.

9. CHANGES IN THE WORK

- 9.1. The CITY, without invalidating this Contract may order extra work or make changes by altering, adding to or deducting from the work, and a Work Order documenting the change will with the adjusted sum will be provided to the CONTRACTOR. All such work shall be executed under the conditions of this Contract and Work Order. Any claim for extension of time caused thereby shall be made in writing at the time such change is ordered.
- 9.2. All change orders and adjustments shall be in writing and approved by the Project Manager, otherwise, no claim for extras will be allowed.
- 9.3. Claim of payment for extra work shall be submitted by the CONTRACTOR upon certified statement supported by receipted bills. Such statements shall be submitted for the current contract payment for the month in which the work was done. No claim for extra work shall be allowed unless same was ordered, in writing, after the work is completed.

10. PROJECT MANAGER

- 10.1. The Project Manager is the Director of Public Works, or the Director's designee.

11. INSURANCE

- 11.1. The CONTRACTOR shall obtain and maintain insurance as set forth in Section 27 of the ITB and attached as **Exhibit "C"** which is incorporated into this Agreement by this reference.

12. CONTRACT CONTROLS

- 12.1. This Contract must be construed with all other Contract Documents, a master set of which shall be maintained by the CITY Clerk of the CITY. In the event of a dispute, only the master set of documents, or copies thereof certified by the CITY Clerk, shall be used as evidence.
- 12.2. In the event of a conflict between the requirements or specifications set forth in the Contract Documents, the conflict shall be resolved by written interpretation by the CITY. In reconciling conflicting provisions of the Contract Documents, the Contract shall have the greatest weight, followed by the ITB, then by the balance of the Contract Documents.

13. TIME IS OF ESSENCE

- 13.1. Inasmuch as the provisions of the Contract Documents relating to the times of performance and completion of the work are for the purpose of enabling the CITY to complete the construction of a public improvement in accordance with a predetermined program, all such time limits are of the essence of the Contract.

REMEDY FOR DELAY

- 13.2. In the event of any delay in the Project caused by any act or omission of the CITY, its agents or employees, by the act or omission of any other party other than the CONTRACTOR, his agents, employees or subcontractors, or delay caused by weather conditions or unavailability of materials, the sole remedy available to CONTRACTOR shall be by extension of the time allocated to complete the project.
- 13.3. NO MONETARY DAMAGES SHALL BE CLAIMED OR AWARDED TO CONTRACTOR IN ASSOCIATION WITH ANY DELAY IN THE PROJECT CAUSED BY AN ACT OR OMISSION OF THE CITY, ITS AGENTS OR EMPLOYEES. CONTRACTOR ACKNOWLEDGES THIS LIMITATION ON RECOVERY AND ASSUMES ALL MONETARY RISK ASSOCIATED WITH THIS LIMITATION.

- 13.4. Failure on the part of CONTRACTOR to timely process a request for an extension of time to complete the work shall constitute a waiver by CONTRACTOR and CONTRACTOR shall be held responsible for completing the work within the time allocated by this Contract.

14. DISPUTES

- 15.1 Disputes shall be resolved as set forth in Section 35, paragraphs 35.3 and 35.4 of the ITB.

15. NO WAIVER OF RIGHT TO ENFORCE.

16.1 The waiver of any breach or any term covenant or condition in this Agreement contained shall not be deemed to be a waiver of such term, covenant or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement. No covenant, term, or condition shall be deemed to have been waived, unless such waiver is in writing. There shall be no accord and satisfaction unless expressed in writing and signed by both the CITY and CONTRACTOR.

16. SOVEREIGN IMMUNITY.

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

- A. Claims based upon any alleged breach by the CITY of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the CONTRACTOR. All obligations of the parties are only as set forth in this Agreement;
- B. Claims based upon negligence or any tort arising out of this Agreement;
- C. Claims upon alleged acts or inaction by the CITY, its commissioners, attorneys, administrators, CONTRACTOR, agents, or any CONTRACTOR employee;

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

17. SCRUTINIZED COMPANIES.

18.1 CONTRACTOR shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The CITY may terminate this Agreement at the CITY's option if CONTRACTOR is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.

18. VERIFICATION OF EMPLOYMENT ELIGIBILITY

19.1 CONTRACTOR represents that CONTRACTOR, and each Subcontractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If CONTRACTOR violates this section, Municipality may immediately terminate this Agreement for cause and CONTRACTOR shall be liable for all costs incurred by Municipality due to the termination.

19. MISCELLANEOUS

20.1 Joint Preparation. Preparation of this Contract has been a joint effort of CITY and CONTRACTOR, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

20.2 Facsimile or Electronic Signature Deemed Original and Counterparts. This Contract and any amendment or addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of the Contract executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Contract and any amendment or addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The Parties agree that signatures by facsimile and/or .pdf are acceptable and binding.

20.3 Neither CONTRACTOR nor CITY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

20.4 It is mutually understood and agreed that nothing contained in this Agreement is intended or is to be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the CITY and CONTRACTOR, or as constituting CONTRACTOR as the agent or representative of the CITY for any purpose or in any manner whatsoever.

20. SURVIVAL

21.1 The termination of the Agreement will not release CONTRACTOR from its obligation to indemnify CITY for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by CITY and CONTRACTOR or by judicial decree. Upon termination or expiration of this Agreement, the CONTRACTOR shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS OF THE FOREGOING, the parties have set their hand and seal the day listed below.

CITY OF DANIA BEACH, FLORIDA,
a Florida municipal corporation

ELORA RIERA, MMC

JOYCE L. DAVIS
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

CONTRACTOR:

Zabatt Engine Services, Inc., a Florida corporation.

SIGNATURE

SIGNATURE

PRINT Name

PRINT Name

SIGNATURE

Title

PRINT Name

Date:_____

STATE OF FLORIDA)
COUNTY OF _____)

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

My Commission Expires:

Notary Public, State of Florida

Print Name

CITY OF DANIA BEACH, FLORIDA



“POLICE SUBSTATION GENERATOR”

CITY INVITATION TO BID (“ITB.”) NO. 24-009

Prepared by:

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

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CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“POLICE SUBSTATION GENERATOR”
INVITATION TO BID (“ITB”) No. 24-009**

NOTICE TO BIDDERS

NOTICE IS GIVEN that the City of Dania Beach, Florida, will be accepting sealed Bids for its **“POLICE SUBSTATION GENERATOR” INVITATION TO BID (“ITB”) No. 24-009.**

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov. For additional information concerning this proposal, please contact the Procurement Division at procurement@daniabeachfl.gov.

Electronic proposals must be received no later than 10:00 A.M. on July 22, 2024. Proposals will be publicly opened at 10:00 A.M. on that same day utilizing Zoom meeting software. Proposals must be submitted at www.demandstar.com.

The City of Dania Beach reserves the right to reject any and all proposals, with or without cause, to waive any informality in a proposal, to terminate the process or re-advertise and solicit new or additional proposals, and to make awards in the best interest of the City.

This project will be partially funded by the Federal Emergency Management Agency (FEMA) and as such Bidders must consider the compliance requirements contained in the Federally-Funded Subaward and Grant Agreement, Agreement Number H0243, between the City of Dania Beach and the Florida Division of Emergency Management.

PROJECT DOCUMENTS

Documents may be obtained from www.demandstar.com or from the City Website at www.daniabeachfl.gov.

MANDATORY PRE-BID CONFERENCE

A Pre-bid conference will not be held.

BID DOCUMENTS

Bids must be submitted electronically on DemandStar, the City’s designated electronic bidding system. All bid document files must be clearly labeled **“POLICE SUBSTATION GENERATOR” INVITATION TO BID (“ITB”) No. 24-009.**

All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar

days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

A certified check, cashier's check, bank officer's check, or bid bond for Ten Thousand Dollars (\$10,000.00), made payable to the City of Dania Beach shall accompany each proposal.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using Zoom meeting software on the above stated date. Award of a contract will be made at a subsequent City Commission meeting.

All bidders are advised that the City has not authorized the use of the City seal by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope, and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: June 22, 2024

**“POLICE SUBSTATION GENERATOR”
ITB 24-009.**

DRAWINGS AND TECHNICAL SPECIFICATIONS ARE
POSTED ON CITY WEBSITE AND DEMANDSTAR

SECTION 1 - INTRODUCTION AND INFORMATION

1.1 SCOPE

1.1.1 The City of Dania Beach, Florida (the “City” or “Owner”), is actively seeking bids from qualified Contractors (the “Contractor”), for a project known as “**POLICE SUBSTATION GENERATOR**”. This project consists of installing a diesel-electric standby power system at the police substation. The process will include an analysis for electrical compatibility, ensuring connections through established raceways, and integrating the system with high-quality wires and cables. Also includes grounding for safety, followed by comprehensive testing to verify the system's reliability.

1.1.2 By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.

1.1.3 It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.

1.1.4 Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.

1.1.5 Applicants should include the following items in the submitted Bid:

Letter of Transmittal;

- a. Anticipated timeline to begin delivery of services;
- b. A breakdown of the costs for the delivery of services described above.
- c. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
- d. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
- e. A list of five (5) similar projects performed in South Florida (see the form to be used which is included as Exhibit “A”, “Bidder Qualifications”; it is made a part of and is incorporated into the ITB by this reference) and it includes the following information:
 - 1) Name of each entity for which the work was performed;
 - 2) Brief description of the scope of work;
 - 3) Amount of initial contract award; and
 - 4) Name of contact person and contact information with the entity who can knowledgeably discuss your company’s performance.
- f. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
- g. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor’s qualifications.
- h. The City intends to award an agreement to the lowest, responsive, responsible

Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.

- i. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

SECTION 2- SPECIAL PROVISIONS

As a federally-funded Hazard Mitigation Grant Program (HMGP) project, the following provisions apply:

2.1 MATERIALS AND SUPPLIES

All unmanufactured and manufactured articles, materials and supplies which are acquired for public use must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost. Contractor shall be required to make maximum use of recovered/recycled materials per § 200.317, § 200.322.

2.2 EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees places by or on behalf of the contractor, stat that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or

understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this project, or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or as otherwise provided by law.
- g. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.3 COPELAND ANTI-KICKBACK ACT

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. This contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the

compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provide in 29 C.F.R. § 5.12.

2.4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

2.5 CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S. C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

2.6 SUSPENSION AND DEBARMENT

- a. This contract is a covered transaction for purposed of 2 C.F.R. pt. 180 and 2 C.F.R. pt 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the Division of Emergency Management. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to the Division of Emergency Management, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposed agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2.7 BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S. C. § 1352 (as amended). Contractors who apply or propose for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

2.8 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Prime contractors, if subcontracts are to be let, shall take the following affirmative steps:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

SECTION 3 - NO BIDS

If a Bidder does not intend to bid, please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason. Failure to bid prior to the date and time scheduled for the bid opening may result in the Bidder being deleted from the City's bidders' registration list for the services requested in the Invitation to Bid.

SECTION 4 - CAUSES FOR REJECTION OF A BID

4.1 No bid will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no

obligation to investigate the correctness of any bid, and the Bidder by signing the bid shall be deemed to have verified that no errors appear in the bid as submitted. Any alterations, erasures, interlineations or failures of a bid to contain all items called for in the ITB may result in rejection of the bid.

4.2 If any Bidder violates any provision in the ITB, such Bidder may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid was submitted, and the Bidder may be further disqualified from bidding on any future bids for work, for goods, or for services for the City.

4.3 The Bidder shall complete the “**Bid Form**”, which is attached as Exhibit “B”; it is made a part of and is incorporated into the ITB by this reference.

SECTION 5 - INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

5.1 All questions requiring interpretation or clarification of the bidding documents shall be made in writing and shall be delivered to the City (and its Contractor, if applicable) by 5:00 p.m. on July 15, 2024. Questions submitted after this time will not be addressed.

5.2 For information pertaining to this ITB, email the Procurement Administrator at procurement@daniabeachfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.

5.3 Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.

5.4 The Bidder, prior to submitting a bid, shall ascertain that it has received any Addendum or Addenda issued by the City for this Project, and that shall be acknowledged in writing by an authorized representative.

5.5 Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.

5.6 **Bidders shall use the Bid Document Forms furnished in the ITB.** Bid Base Amounts shall be furnished in both words and numerals, and in case of a discrepancy between the two, the amount written in words shall govern.

5.7 In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.

5.8 **Insurance Coverage:** Bidders who are responding to the Invitation to Bid (“ITB”) **MUST** comply with all of the insurance requirements specified in Section 27 (“Insurance Requirements”) of the Bid Documents and the Agreement upon award to the successful Bidder.

SECTION 6 - GENERAL CONDITIONS

6.1 Purpose: The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work. The successful Bidder shall provide a Performance Bond for One Hundred Ten percent (110%) of the contract price made payable to the City of Dania Beach, Florida, within fourteen (14) days of notification of the award of the agreement. A copy of the Performance Bond form is attached as Exhibit “C”; it is made a part of and is incorporated into the ITB by this reference.

6.2 Documentation: Bidder shall submit in its bid the following:

- a. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
- b. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
- c. A complete Bidder’s Questionnaire form which is attached as Exhibit “E”; it is made a part of and is incorporated into the ITB by this reference.

6.3 Bidder Expenses: Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and Contractors, relating to or arising from this ITB. The City and its representatives, agents, Contractors and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

6.4 No Contract: By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.

Conflict of Interest: Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City’s request.

6.5 General Conditions: The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

SECTION 7 - SPECIAL CONDITIONS

7.1 Any and all Special Conditions contained in the ITB that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.

7.2 The Notice of Invitation to Bid, Bidder's Questionnaire, Specifications, Exhibits, Addendum or Addenda, the legal advertisement of the ITB and any other pertinent documents form a part of the ITB, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the ITB and the awarded agreement.

SECTION 8 - PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or Contractor under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder. A copy of the Sworn Statement on Public Entities Crimes is attached as Exhibit "F"; a copy is made a part of and is incorporated into the ITB by this reference.

SECTION 9 – PRICES, TERMS ARE TO BE FIRM

9.1 The Bidder warrants by virtue of its Bid that the prices, terms and conditions contained in the ITB shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the bid opening.

9.2 The bid prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup. If the Project exceeds a cost of \$50,000.00, the agreement is subject to the City's Prevailing Wages' Ordinance, Code of Ordinances; a copy is attached as Exhibit "G" and it is made a part of and is incorporated into the ITB by this reference.

9.3 The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

SECTION 10 - BID SECURITY

10.1 Bid Security: Simultaneously with the delivery of an executed Bid to the Owner, the Bidder shall furnish to the Owner a Bid Security in the amount of Ten Thousand Dollars

(\$10,000.00) as security for the faithful execution of an Agreement with the Owner in the event of a bid award by the City Commission.

10.2 Bid security may be in the form of a cashier's check payable to the City of Dania Beach and drawn on a Florida bank, or a Bid Bond (see Exhibit "K") issued by a surety meeting the qualifications stated in these Instructions to Bidders. Bonds shall be submitted on the forms provided by the Owner. Bonds shall be returned subsequent to award of the Agreement by the City Commission and execution by the successful Bidder and the appropriate City officials. If the Bidder fails to submit the required executed agreement within fourteen (14) calendar days after an award, the Bidder agrees that the City may retain the bid security deposit as the City's liquidated damages.

10.3 Failure of the successful Bidder to execute an Agreement, to furnish Performance and Payment Bonds when required, and to furnish Certificates of Insurance in the minimum amounts specified in the Bid shall be just cause for the rescission of the agreement award and the retention of the Bid Security deposit by the Owner. Such retention shall be considered not as a penalty, but as liquidation of the claims of the Owner for damages it sustained, which are not otherwise readily ascertainable. Award may then be made to the next ranked Bidder, or all Bids may be rejected.

SECTION 11 - PROTECTION OF PROPERTY

11.1 The successful Bidder shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project.

11.2 The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

SECTION 12 - TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

SECTION 13 - INSTRUCTIONS TO BIDDERS

13.1 Form Documents: The bid and its accompanying statements must be made on the forms provided in the ITB. The forms must be submitted in good order and with all the blanks completed. The bid must be signed by a representative of the Bidder duly authorized to do so, and, in the case the bid is signed by a deputy or subordinate, the principal's written authority to do so must accompany the bid.

13.2 Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The

Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

SECTION 14 - RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

SECTION 15 - NON-COLLUSION STATEMENT

By submitting a bid, the Bidder affirms that the bid is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder; a copy of the form is attached as Exhibit "H"; it is made a part of and is incorporated into the ITB by this reference.

SECTION 16 - MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the ITB, for questions of a material nature, at least ten (10) calendar days prior to the bid opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder.

SECTION 17 - PUBLIC RECORDS

17.1 Bid Submissions Shall Become City Property: All submissions become the property of the City and will not be returned to the Bidder. The City will hold all submissions in confidence unless otherwise required by law.

17.2 Contractor's Obligations: Bidders should be aware the City is a "public body" as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:

17.2.1 Documents to Be City Property: Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.

17.2.2 Maintenance of Records: Bidder agrees to keep and maintain public records in

Bidder's possession or control in connection with Bidder's performance under the contract. Bidder additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract, and following completion of the contract until the records are transferred to the City.

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

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

Any compensation due to Bidder shall be withheld until all records are received as provided in this ITB.

17.2.5 Failure to Comply: Bidder's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

17.3 Florida Public Records Law: Pursuant to Section 119.0701(2) (a), Florida Statutes:

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

Custodian of Records:

Elora Riera, City Clerk

Mailing Address:

100 W. Dania Beach Boulevard
Dania Beach, Florida 33004

Telephone number:

954-924-6800, Ext. 3623

Email:

eriera@daniabeachfl.gov

SECTION 18 - SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

SECTION 19 - QUALIFICATION OF BIDDERS

19.1 Bidders' Qualifications: The Bidder shall complete the Bidders' Qualifications Form (Exhibit "A") attached, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

19.2 Certified Financial Statement: If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.

19.3 Disqualification: A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:

- a. Reason to believe that collusion exists among the Bidders.
- b. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
- c. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
- d. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
- e. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk's office shall determine the timeliness of the Bid.

19.4 Non-responsible Bidder: A Bidder may be determined by the Owner to be "non-responsible" once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons:

- a. Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.
- b. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.
- c. The appearance of an unbalanced Bid, as determined by the Owner.
- d. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents.
- e. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

19.5 Non-responsive Bidder: A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:

- a. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
- b. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

SECTION 20 - CONTRACTOR'S RELATION TO THE CITY

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

SECTION 21 - EMPLOYEES OF THE CONTRACTOR

21.1 Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the ITB. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.

21.2 Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

SECTION 22 - AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

SECTION 23 - LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- a. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall

be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**

- b. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- c. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- d. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

SECTION 24 - TERMINATION OF AGREEMENT

If the successful Bidder who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the ITB without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

SECTION 25 - TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

SECTION 26 - INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

26.1 The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City,

including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
- b. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
- c. liens, claims, actions made by the Contractor or other party performing the work; and
- d. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

26.2 Indemnification for Construction Contracts. In the event that the performance of services under the Contract is deemed to be a “construction contract” pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

SECTION 27 - INSURANCE REQUIREMENTS

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

27.2 Insurance Requirements: Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any

applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE BID DOCUMENTS CONCERNING CONTRACTOR DELAY.**

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

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

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

27.6 WORKERS' COMPENSATION INSURANCE shall be maintained by Contractor and any subcontractors during the life of the Agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.

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

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

- A) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**

- B) ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**

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

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

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

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

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

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

27.12.1 "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid submittal on the date and time of the Bid opening. If the "preliminary" certificates are not included with a Bid submittal, then the City has the right to consider the submitted Bid as non-responsive on the date and time of the Bid opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.

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

27.12.3 All Certificates of Insurance must clearly identify the contract to which they pertain, including a brief description of the subject matter of the contract. The certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to City. If this coverage is not provided,

then Contractor is responsible for such notice to City. Insurance policies for required coverages shall be issued by companies authorized to do business under the laws of the State of Florida and any such companies' financial ratings must be no less than A-VII in the latest edition of the "BEST'S KEY RATING GUIDE", published by A.M. Best Guide. In the event that the insurance carrier's rating shall drop, the insurance carrier shall immediately notify the City in writing.

SECTION 28 – SAFETY

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

28.2 Bidder, by submitting a bid, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

SECTION 29 - WARRANTY

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

SECTION 30 - RESPONSIBLE BIDDER

No bid will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

SECTION 31 - CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder and determine to its satisfaction the competency of the Bidder to undertake the requested services in the ITB.

SECTION 32- PROGRESS PAYMENTS

The Contractor may requisition payments for work completed during the project at intervals of not more than once a month. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with properly executed Releases of Liens by all subcontractors, suppliers and materialmen who were included in the Contractor's current and previous applications for payment and any other supporting documentation as may be required by the City or Contract Documents. The City shall make payment to the Contractor within thirty (30) calendar days after approval of the Contractor's requisition for payment.

Five percent (5%) of all monies earned by the Contractor shall be retained by the City until the work is totally completed as specified and accepted by the City.

The City may withhold in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective work not remedied.
2. Claims filed or reasonable evidence indicating the probable filing of claims by other parties against the Contractor.
3. Failure of the Contractor to make payment to subcontractors or suppliers for materials or labor.
4. Damage to another Contractor not remedied.
5. Liability for liquidated damages that has been incurred by the Contractor.
6. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum.
7. Reasonable evidence that the work will not be completed within the Contract Time.
8. Persistent failure to carry out the work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the Contractor provides a surety bond or consent of surety satisfactory to the City, which will protect the City in the amount withheld, payment may be made in whole or in part.

SECTION 33 - BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
1201 Stirling Road
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful

money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

SECTION 34 - BID PROTEST PROCEDURE

34.1 After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting at City Hall of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.

34.2 A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.

34.3 The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.

33.4 In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

SECTION 35 - LITIGATION

35.1 In addition to any other provision of this ITB, the City may, in its absolute discretion, reject a Bid if the Bidder, or any officer or director of the Bidder submitting the Bid, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.

35.2 In determining whether or not to reject a Bid under this section, the City will consider whether the litigation is likely to affect the Bidder's ability to work with the City, its Contractors and representatives and whether the City's experience with the Bidder indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder.

35.3 A contract with the successful Bidder will include the following:

GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**

35.4 All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

SECTION 36- VERIFICATION OF EMPLOYMENT ELLIGIBILTY

Contractor represents that Contractor and each SubContractor has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.

SECTION 37 - CONTRACT AWARD AND EXECUTION

37.1 Bid Opening and Evaluation: The City will publicly open and announce all bids it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders have properly submitted and executed all required bid documents and forms; review all bids for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids to the engineer's estimate; evaluate unbalanced bid items; confirm the bid tabulations; and provide a recommendation for award of bid or recommendation for re-advertisement, if appropriate, to the City Commission.

37.2 Rejection of Bids: The City may reject bids in the following circumstances:

- (a) where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
- (b) where obvious unbalancing of unit prices has occurred, or
- (c) where competition is considered to be inadequate relative to the size, type, and location of the project.

37.3 Prohibition of Negotiations with Contractors or Bidders: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

37.4 Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

SECTION 38 – CONE OF SILENCE

38.1 Cone of Silence: Definitions: “Cone of Silence,” as used in this ITB, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

a potential vendor, service provider, Bidder, bidder, lobbyist, or Contractor, and:

a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this ITB upon the advertisement of the ITB. At the time of imposition of the Cone of Silence, the City Manager or designee shall

provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager's recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

- a. Oral communications at pre-bid conferences;
- b. Oral presentations before the Selection Committee;
- c. Public presentations made to the City Commission members during any duly noticed public meeting;
- d. Communications in writing at any time with any City employee, unless specifically prohibited by the ITB. The Bidder shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
- e. Communications regarding the ITB between a potential vendor, service provider, Bidder, lobbyist or Contractor and the City's Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the ITB, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- f. Communications with the City Attorney and his staff;
- g. Duly noticed site visits to determine the competency of a Bidder regarding the ITB during the time period between the opening of Bids and the time the City Manager makes a written recommendation;
- h. Any emergency procurement of goods or services pursuant to City Code;
- i. Responses to the City's request for clarification or additional information;
- j. Contract negotiations during any duly noticed public meeting;
- k. Communications to enable City staff to seek and obtain industry comment

or perform market research, provided all related communications between a potential vendor, service provider, Bidder, lobbyist, or Contractor and any member of the City's professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder shall render any ITB award or contract to the Bidder voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this ITB, violation of any provision of this section by a City employee may subject the employee to disciplinary action. Please contact the City Attorney for any questions concerning "Cone of Silence" compliance.

SECTION 39 - ADDITIONAL GENERAL CONDITIONS

39.1 Liquidated Damages:

Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.

39.1.1 Staging of Material in Right-Of-Way:

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All pipes, structures and equipment must be stored in a designated staging area.

39.1.2 Site Restoration:

39.1.2.1 Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

39.1.2.2 Contractor shall restore all trenches with a temporary asphalt patch (minimum 1" thick) on all trenches within one (1) week after pipe installation. In no case shall there be more than one thousand (1,000') feet of trench unpaved. Contractor will be responsible for any re-excavation and surface restoration due to failed tests, pressure, density, etc.

39.1.2.3 First lift of asphalt shall be installed within thirty (30) days in all areas that the infrastructure improvements have been cleared by Permitting Agencies.

39.1.3 Access:

Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

39.2 Date of Commencement and Substantial Completion: The Date of Commencement is the date from which the Contract Time is measured, and shall be the date set forth in the NOTICE TO PROCEED as issued by the City. Should the Contractor incur costs prior to the issuance of the NOTICE TO PROCEED, any such costs shall be incurred at the Contractor's risk, and the City shall not reimburse the Contractor for any such costs under any circumstances. Notwithstanding the foregoing, City may reimburse Contractor for actual costs incurred relating to performance and payment bonds and insurance, with submittal of invoices, in the event that City terminates this Contract for convenience, as provided in the General Conditions. If Contractor fails to commence the Work within one (1) week of the date set forth in the NOTICE TO PROCEED, City may terminate the Contract immediately, without providing an opportunity to cure.

The Contractor shall achieve Substantial Completion not later than one hundred eighty (180) calendar days and Final Completion of the entire Work not later than two hundred ten (210) calendar days, each commencing with the date set forth in the NOTICE TO PROCEED as issued by the City, subject to adjustments of this Contract Time as provided in the Contract Documents.

EXHIBIT "A"

BIDDER QUALIFICATIONS

ITB NO. 24-009

The Bidder, as a result of this Bid, MUST hold a county or municipal business tax receipt in its area of its fixed business location. The following information MUST be completed and submitted with the Bid to be considered:

1. Legal Name and Address:

Name: Solar Champs LLC dba Champs Pro Services

Address: 1315 N Federal Hwy

City, State, Zip: Hollywood FL , 33020 Telephone/Fax: 954-399-8021

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

3. If Corporation, state:

Date of Incorporation: 01/02/21 State in which Incorporated: Florida

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

5. Name and Title of Principal Officers

Date Elected:

Emmanuel Adu-Sarhene

10/16/2016

Christina Charles

10/18/2020

6. The length of time in business: 7 years

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

8. Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years (see attached).

9. A copy of a county or municipal Business Tax Receipt.

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

Key Largo Wastewater Treatment
Project Title

103355 Overseas Hwy, Key Largo, FL 33037
Address

Burke Energy Solutions
Owner

954-440-9798
Owner's Telephone Number

\$198,000
Contract Value

100 10/22/2022
Percent Complete Completion Date

Coren Residence
Project Title

245 Greymon Drive, West Palm Beach, FL, 33405
Address

Bruce Coren
Owner

8/1/2023
Owner's Telephone Number

\$32,000
Contract Value

100% 8/1/2023
Percent Complete Completion Date

Gateway Plaza Generator
Project Title

2053 US Highway 1, Fort Pierce, FL 34950
Address

Turnkey Solution
Owner

954-600-3129
Owner's Telephone Number

\$230,805
Contract Value

100% 05/19/2023
Percent Complete Completion Date

Larocco Residence
Project Title

13370 Campanile Ct Venice, FL 34293
Address

Peter Larocco
Owner

516-617-3075
Owner's Telephone Number

\$14,337.19
Contract Value

100%
Percent Complete Completion Date

Megacenter Self Storage
 Project Title
1000 W Pembroke Rd, Hallandale Beach, FL 33009
 Address
Megacenter Self Storage
 Owner
954-287-4650
 Owner's Telephone Number
\$238,000
 Contract Value
100% 01/15/2022
 Percent Complete Completion Date

Uzan Residence
 Project Title
170 NW 105th St, Miamia Shores, FL 33150
 Address
Hai-Serge Uzan
 Owner
954-440-9798
 Owner's Telephone Number
\$22,503
 Contract Value
100% 03/05/2021
 Percent Complete Completion Date

Grooves Project
 Project Title
Multiple Locations
 Address
United Innovators
 Owner
917-832-3948
 Owner's Telephone Number
\$375,000
 Contract Value
75% 10/30/2024
 Percent Complete Completion Date

Hunsberger Residence
 Project Title
13435 SW 73rd Terrace Miami, FL 33183
 Address
Mark Hunsberger
 Owner
305-775-1580
 Owner's Telephone Number
\$19,880
 Contract Value
100%
 Percent Complete Completion Date

Lift Station Generator
 Project Title
 Multiple Sites
 Address
 Coral Springs Improvement District
 Owner
 954-753-0380
 Owner's Telephone Number
 \$974,000
 Contract Value
 5% 11/30/2025
 Percent Complete Completion Date

Margelu Residence
 Project Title
 1260 Coral Lane, Hollywood, FL 33019
 Address
 Lucius Margelu
 Owner
 954-588-0528
 Owner's Telephone Number
 \$16,488
 Contract Value
 100% 5/24/2021
 Percent Complete Completion Date

11. Have you ever failed to complete any work awarded to you?
 Yes No✓ If yes, attach a separate sheet of explanation.
12. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?
 Yes No✓ If yes, attach a separate sheet of explanation.
13. Within the last five years, have you ever had a performance, payment or bid bond called?
 Yes No If yes, attach a separate sheet of explanation.
14. Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?
 Yes No✓ If yes, attach a separate sheet of explanation.
15. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?
 Yes No✓ If yes, attach a separate sheet of explanation.
16. Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?
 Yes No If yes, attach a separate sheet of explanation.
17. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?
 Yes No✓ If yes, attach a separate sheet of explanation.

18. Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?

Yes

No ☒

If yes, attach a separate sheet of explanation.

19. Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?

Yes

No ☒

If yes, attach a separate sheet of explanation.

20. Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?

Yes

No ☒

If yes, attach a separate sheet of explanation.

21. Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.

Yes

No ☒

If yes, attach a separate sheet of explanation.

22. Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest.

Yes

No ☒

If yes, attach a separate sheet of explanation

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to insure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

END OF BIDDER QUALIFICATIONS

EXHIBIT “B”

BID FORM

**“POLICE SUBSTATION GENERATOR” INVITATION
TO BID (“ITB”) No. 24-009.**

Bid Form is posted on City Webpage and DemandStar

EXHIBIT “C”

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

Solar Champs LLC

FSB AGENCY, INC

dba Champs Pro Services

7971 RIVIERA BLVD, #211

1315 N Federal Hwy Hollywood Fl 33020

MIRAMAR, FLORIDA 33023

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Date:

07/26/2024

Amount:

\$175,116

Date:

Amount:

Description
(name and location):

This project consists of installing a diesel-electric standby power system at the police substation

City Bid No. 24-009

BOND

Date (not earlier than
Construction Contract
Date):

10/1/2024

Amount:

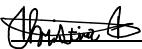
\$175,116

Modifications to this Bond:

None ☒ See Page(s)

CONTRACTOR AS PRINCIPAL
(Corporate Seal)

SURETY
(Corporate Seal)


Signature
Christina Charles
Name
Vice-President
Title


Signature
Gladys Keith
Name
President
Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

7971 RIVIERA BLVD, #211
MIRAMAR, FLORIDA 33023

Address

954-589-1631

Telephone:

Facsimile:

1. **DEFINITIONS**

- (A) **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to them.
 - (C) **Contractor Default:** Failure of the Contractor, which failure has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.
 - (D) **Owner Default:** Failure of the Owner, which failure has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of it.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated into this document by this reference.
3. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences.
4. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:
- (A) The Owner has notified the Contractor and the Surety at its address described in paragraph ten (10) below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) calendar days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, to subsequently declare a Contractor Default; and
 - (B) The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty (20) calendar days after the Contractor and the Surety have received; and

- (C) The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a Contractor selected to perform the Construction Contract in accordance with the terms of the Contract with the Owner.
5. When the Owner has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take one of the following actions:
- (A) Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - (B) Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - (C) Obtain bids or negotiated Bids from qualified Contractors acceptable to the Owner for a Contract for performance and completion of the Construction Contract, arrange for a Contract to be prepared for execution by the Owner and the Contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified Surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in paragraph six (6) in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
 - (D) Waive its right to perform and complete, arrange for completion, or obtain a new Contractor acceptable to the Owner and with reasonable promptness under the circumstances:
 - 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
 - 2. Deny liability in whole or in part and notify the Owner citing reasons therefor.
6. If the Surety does not proceed as provided in paragraph four (4) with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but

subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- (A) The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- (B) Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
- (C) Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

Liquidated Damages

Time is of the essence regarding this Invitation to Bid Construction and the work contemplated hereunder and the City may suffer financial loss and inconvenience if the work is not completed to the satisfaction of the City by the time stipulated in the Contract. Therefore, failure to timely complete the work shall result in the awarded Bidder being subject to liquidated damages, but not as penalty, in the amount of \$500.00 per calendar day, as set forth in 23 CFR 635.127, for each and every calendar day the work remains incomplete or the items remain undelivered. As compensation due the City for loss of use and for additional costs incurred by the City due to such non-completion of the work, the City shall have the right to deduct the liquidated damages from any amount due, or that may become due to the awarded Bidder under the Contract, or to invoice the awarded Bidder for such damages if the costs incurred exceed the amount due to the awarded Bidder. The awarded Bidder and the City agree that the amount for liquidated damages is not punitive, and is intended to compensate the City for difficult to quantify losses.

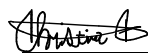
- 8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.
- 9. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- 10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two (2) years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this

paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the first page of this document.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with such statutory or legal requirement shall be deemed deleted from this document and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into it. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

CONTRACTOR AS PRINCIPAL
(Corporate Seal)



Signature
Christina Charles

Name
Vice-President

Title

SURETY
(Corporate Seal)



Signature
Gladys Keith

Name
President

Title

Dated: July 26, 2024

END OF PERFORMANCE BOND

EXHIBIT "D"

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or any other party shall be considered plural where applicable.

CONTRACTOR (name and address):

SURETY (name and principal place of business):

Champs Pro Services

1315 N Federal Hwy Hollywood
FL 33020

FSP AGENCY, INC.
7914 W. River Rd, #211
MIRAMAR, FLORIDA 33023

OWNER:

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

CONSTRUCTION CONTRACT

Project Name: **POLICE SUBSTATION GENERATOR**

City's Bid No.: **24-009**

Date: _____ Amount: _____

This project consists of installing a diesel-electric standby power system at the police substation.

BOND

Date (not earlier than
Construction Contract

Date): 10/1/2024

Amount: \$175,116

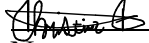
Modifications to this Bond: None ☒
CONTRACTOR AS PRINCIPAL
(Corporate Seal)



See Page(s) _____
SURETY
(Corporate Seal)



Signature

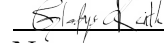


Name

Christina Charles, VP

Title

Signature



Name

Gladys Keith President

Title

(Any additional signatures please include at the end of page 5)

FLORIDA RESIDENT AGENT

FSB AGENCY, INC

7971 RIVIERA BLVD, #211
MIRAMAR, FLORIDA 33023

Address

954-589-1631

Telephone

Facsimile

1. **DEFINITIONS**

- (A) **Claimant:** An individual or entity having a direct Contract with the Contractor or with a Subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - (B) **Construction Contract:** The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes to it.
 - (C) **Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms of the Contract.
2. The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated into this document by this reference.
3. With respect to the Owner, this obligation shall be null and void if the Contractor:
- (A) Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - (B) Defends, indemnifies and holds harmless the Owner, its elected officials, employees, agents and Contractor from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Work, pursuant to the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
4. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
5. The Surety shall have no obligation to Claimants under this Bond until:
- (A) Claimants who are employed by or have a direct Contract with the Contractor have given notice to the Surety (at the address described in paragraph 13) and sent a copy of the notice to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - (B) Claimants who do not have a direct Contract with the Contractor:
 - 1. Have furnished written notice to the Contractor and sent a copy, or notice of it, to the Owner, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

2. Have either received a rejection in whole or in part from the Contractor, or not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice of it, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
6. If a notice required by paragraph four (4) is given by the Owner to the Contractor, or to the Surety, that is sufficient compliance.
7. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and, at the Surety's expense, take the following actions:
 - (A) Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - (B) Pay or arrange for payment of any undisputed amounts.
8. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
11. The Surety waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work, part of the work is located, or after the expiration of one (1) year from the date: 1) on which the Claimant gave the required notice; or 2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of one (1) or two (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

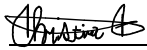
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with the statutory or legal requirement shall be deemed deleted from this Bond and provisions conforming to such statutory or other legal requirement shall be deemed incorporated into this Bond. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

(Corporate Seal)



Signature

Christina Charles

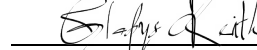
Name

Vice-President

Title

SURETY

(Corporate Seal)



Signature

Gladys Keith

Name

President

Title

Dated: July 26, 2024

END OF PAYMENT BOND

EXHIBIT “E”

BIDDER’S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

1. How many years has your organization been in business? 7
2. List below (or on an attached sheet, if necessary) the names, addresses and telephone numbers of organizations, governmental, private or both located in Broward, Miami-Dade or Palm Beach Counties, for which you are now, or have within the past five (5) years, provided services similar to that called for in the Invitation to Bid.
Burk's Construction Group: 10145 NW 19th St, Doral, FL 33172
Turnkey Solutions: 3233 S Andrews Ave, Fort Lauderdale, FL 33316 (954-523-2685)
C&D Journey Construction: 1147 NE 7th Ave. Fort Lauderdale, FL 33304 (954-444-0124)
3. List below (or on an attached sheet, if necessary) all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.
Please view question #12 for response
4. Have you personally completed a plan for performance of the work?
Yes
5. Have you ever failed to complete work awarded to you? If so, when, where and why?
No
6. What equipment do you own that is available for work?
Please View Next Page for response
7. Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?
No
8. How many employees (Contractors only) will be assigned to perform the services? 8

9. How many supervisors will be assigned to perform the services? _____
10. Will personnel be part of a regular crew assigned to perform the services?
Yes _____ No _____
11. Will you be able to provide service for emergency situations? Yes ☒ No _____
If so, how much notice is required? _____
12. What equipment do you own that is available to complete the Project?

Hard hats, Safety goggles or face shields, Ear protection, Gloves, Steel-toed boots, High-visibility vests, Fire Extinguishers, First Aid Kit, Wrenches (adjustable, combination, and socket), Screwdrivers (flathead and Phillips), Pliers (needle-nose, slip-joint, and locking) Hammers (claw and ball-peen), Electric or battery-operated impact drivers, Angle grinders (for cutting bolts or metal parts), Cranes or hoists (with appropriate lifting capacity), Forklifts or pallet jacks, Chain slings and shackles, Lifting straps, Bolt cutters Reciprocating saws, Fuel pumps, Approved fuel storage containers, Drip Trays and Spill Kits: To manage any fuel or oil spills during removal. Concrete Tools: Drills with masonry bits (if mounting on a concrete pad), Concrete anchors or bolts Electrical Tools: Multimeters, Insulation resistance testers, Wire strippers and crimpers, Cable cutters, Conduit benders, Electrical tape and heat shrink tubing Mechanical Tools: Torque wrenches (to ensure proper tightness of bolts), Alignment tools (for aligning the generator with the fuel supply and exhaust systems). Fuel line wrenches, Hose clamps and fittings, Fuel filters, Pipe wrenches, Exhaust pipe sealants, Bolts, nuts, and washers (appropriate sizes for the generator and base). Electrical Cables: Appropriately rated for the generator's output. Fuel and Oil: To fill the generator once installed, Sealants and Gaskets: For fuel lines and exhaust systems. Generator Manual: For specific installation guidelines and safety instructions

Please attach copies of any licenses, awards, certificates, etc., that you may have.

EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS INSTALLED AND FUNCTIONING AT THE TIME OF WORK.

END OF BIDDER'S QUESTIONNAIRE

EXHIBIT "F"

Sworn Statement Under Section §287.133(3)(a), Florida Statutes on Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Invitation to Bid No. 24-009.

2. This sworn statement is submitted by: Solar Champs LLC dba Champs Pro Services
(name of entity submitting sworn statement)
its business address is: 1315 N Federal Hwy Hollywood FL 33020

Federal Identification Number
(FEIN) is:

81-4200338
(if applicable)

Social Security Number:

(if the entity has no FEIN, include the Social Security Number
of the individual signing this sworn statement)

3. My name is: Christina Charles
(PRINT NAME of individual signing this document)

and my relationship to the entity is: Vice-President
(President, General Partner, etc. as applicable)

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

6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding agreement and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):

✓ Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and

(Please now indicate which additional statement below applies):

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

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

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

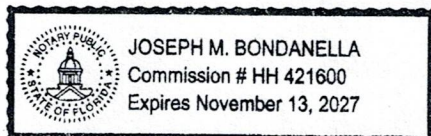

SIGNATURE (of person whose name
first appears above)

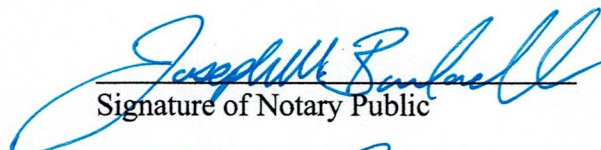
7/26/24
Date

STATE OF FLORIDA)

COUNTY OF Broward)

Sworn to and subscribed before me on July 26, 2024, 2024, by
Christina Charles, as Vice President of
Solar Champs, a corporation corporation/partnership, on behalf of
the corporation/partnership who (check one) [] is personally known to me or [☒] has produced
Driver License as identification.




Signature of Notary Public
Joseph M. Bondanella
PRINTED Name of Notary

My commission expires: November 13, 2027

EXHIBIT "G"

NON-COLLUSION AFFIDAVIT

The undersigned Bidder has not divulged to, discussed, or compared his/her/its Bid with any other Bidders and has not colluded with any other Bidder or parties to the Bid whatsoever.

Name of City Project: **POLICE SUBSTATION GENERATOR**
City's Invitation to Bid No.: **24-009**

Solar Champs LLC dba,
Champs Pro Services
Name of Bidder

[Signature]
SIGNATURE of Bidder or Authorized
Agent of Bidder

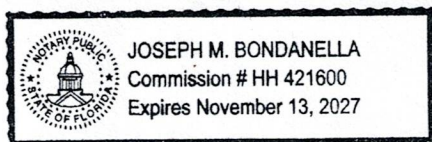
Christina Charles
PRINT Name of Bidder or Authorized
Agent of Bidder

Vice-President
Title

_____, 2024.
Date

STATE OF FLORIDA)
) ss:
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 26, 2024 as Vice President, of Solar Champs LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Champs Pro Services for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced Driver License as identification.



[Signature]
Signature of Notary Public
Joseph M. Bondanella
PRINTED Name of Notary

My commission expires: November 13, 2027

EXHIBIT "H"
INDEPENDENCE AFFIDAVIT

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

I am Christina Charles of Champs Pro Services, the Bidder that has submitted the attached Bid;

I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have or have had during the past five years, any relationships (professional, financial, familial or otherwise) with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee.

A "relationship" for the purpose of this affidavit shall include but not be limited to employer/employee, Contractor, contractor, subcontractor, associate, officer, partnership, joint venture, ownership greater than one percent, landlord/tenant, or creditor/debtor, gift donor/recipient (in excess of \$100.00), past or on-going personal relationships, or joint involvement with charitable/voluntary activities. **Relationship includes having a prior or current contract with the City.**

Except as set forth below, I hereby certify to the best of my knowledge that neither I nor any of those persons residing in my household have received any promise of compensation, remuneration, gift, discount, or other gratuity in exchange for my Bid.

I understand and agree that I shall give the City written notice of any other relationships (as defined above) that I enter into with the City (or any of its districts), its elected or appointed officials, its employees or agents, or any member or alternate member of the Selection Committee during the period of the Agreement.

I set forth below any exceptions to the aforementioned (if none, write "None"):

None



Signature (Blue ink only)

Christina Charles

Print Name

EXHIBIT H - (CONTINUED)

Vice-President

Title

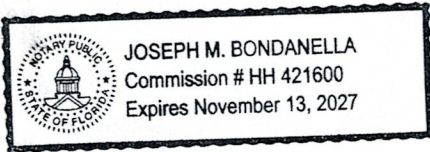
07/26/2024

Date

STATE OF FLORIDA

COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 26, 2024 as Vice President, of Solar Champs, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Champs Pro Services for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced Driver License as identification.



Joseph M. Bondanella
Notary Public

Joseph M. Bondanella
PRINT Name of Notary Public

My commission expires: November 13, 2027

EXHIBIT "I"

REFERENCES

Bidder shall provide a minimum of three references.

Name of company: Turnkey Solutions

Address: 3233 S Andrews Ave, Fort Lauderdale, FL 33316

Telephone number: 954-600-3129

Email address: maria@turnkeysolutios.co

Principal contact person(s): Maria Edwards

Year contract initiated and terminated: Ongoing

Name of company: United Innovators

Address: 5250 Giron Circle Kissimmee, FL34758

Telephone number: 954-440-9798.

Email address: info@unitedinnovators.com

Principal contact person(s): Ernesto Feijoo

Year contract initiated and terminated: Ongoing

Name of company: Journey C&D Groups

Address: 1147 NE 7th Ave. Fort Lauderdale, FL 33304

Telephone number: 954-444-0124

Email address: mike173@gmail.com

Principal contact person(s): Maria Herrera

Year contract initiated and terminated: Ongoing

EXHIBIT "J"

BID BOND

BIDDER

Champs Pro Services

Name

1315 N Federal Hwy

Address

FLORIDA RESIDENT AGENT

Name

Address

Phone Fax

SURETY

Name

Address

OWNER

City of Dania Beach, Florida
100 West Dania Beach Boulevard
Dania Beach, Florida 33004
Telephone: (954) 924-6800
Facsimile: (954) 921-2604

PROJECT: POLICE SUBSTATION GENERATOR
ITB No. 24-009

07/29/2024

Bid Due Date

Bond Number

Bond Date

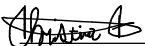
\$ **Penal Sum**

IN WITNESS OF THE FOREGOING, Surety and Bidder, intending to be legally bound, subject to the terms included in this section, do each cause this Bid Bond to be duly executed on its behalf by its respective, authorized officer, agent, or representative.

IDENTITY OF BIDDER

Solar Champs LLC dba
Champs Pro Services

Corporate Name and Seal
(or other Full Legal Name)



Signature

Christina Charles , Vice-President
Printed Name and Title

Attest

Attest

IDENTITY OF SURETY (Attach Power of Attorney)

Corporate Name and Seal
(or other Full Legal Name)

Signature

Printed Name and Title

Attest

Attest

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

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

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

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

EXHIBIT “K”

BID SECURITY

ATTACH BID BOND HERE

EXHIBIT "L"

ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
#1	7/19/2024	Christina Charles	VP	
#2	7/23/2024	Christina Charles	VP	
#3	7/24/2024	Christina Charles	VP	

EXHIBIT “M”

CERTIFICATION TO ACCURACY OF BID

The Bidder, by executing this form, certifies and attests that all forms, affidavits and documents related to the document that it has enclosed in the Bid in support of its Bid are true and accurate. Failure by the Bidder to attest to the truth and accuracy of such forms, affidavits and documents shall result in the Bid being deemed non-responsive and such Bid will not be considered.

By submitting a Bid to do the work, the Bidder certifies that a careful review of the ITB and the Agreement has taken place and that the Bidder is fully informed and understands the requirements of the ITB and the expected Agreement and the quality and quantity of services to be performed.

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

- A. He/She is Christina Charles of Champs Pro Services, the Bidder that has submitted the attached Bid;
- B. He/She is fully informed respecting the preparation and contents of the attached Bid and of all forms, affidavits and documents submitted in support of such Bid;
- C. All forms, affidavits and documents submitted in support of this Bid and included in this Bid are true and accurate;
- D. No information that should have been included in such forms, affidavits and documents has been omitted; and
- E. No information that is included in such forms, affidavits or documents is false or misleading.

EXHIBIT "M"

CERTIFICATION TO ACCURACY OF BID
(continued)

[Signature]

Signature (Blue ink only)

Christina Charles

Print Name

Vice-President

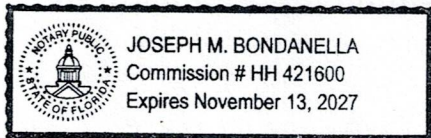
Title

July 26, 2024

Date

STATE OF FLORIDA
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared ☒ physical presence or ☐ online notarization, on July 26, 2024 as Vice President, of Star Champs LLC, an organization authorized to do business in the State of Florida, and acknowledged and executed the foregoing statement as the proper official of Champs Pro Services for the use and purposes mentioned in it and affixed the official seal of the entity, and that the instrument is the act and deed of that entity. He/she is personally known to me or has produced Driver License as identification.



[Signature]
Notary Public

Joseph M. Bondanella
PRINT Name of Notary Public

My commission expires: November 13, 2027

EXHIBIT "N"

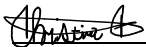
DRUG-FREE WORKPLACE CERTIFICATION FORM

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number(1).
4. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

This Certification is submitted by Christina Charles the
(PRINT Name of Authorized Agent)
Vice-President of Champs Pro Services
(Title) (Bidder Name)

who does certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.


SIGNATURE

6/24/24
DATE

CITY OF DANIA BEACH, FLORIDA



“POLCE SUBSTATION GENERATOR”

CITY INVITATION TO BID (“ITB.”) NO. 24-009

ADDENDUM 1

Prepared by:

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

JULY 19, 2024

CITY OF DANIA BEACH, FLORIDA
“POLICE SUBSTATION GENERATOR”
ITB 24-009
ADDENDUM 1

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO THE SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A PART OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. The deadline for submission of bids has been extended to **10:00 a.m. on JULY 29, 2024.**

CITY OF DANIA BEACH, FLORIDA



“POLICE SUBSTATION GENERATOR”

CITY INVITATION TO BID (“ITB.”) NO. 24-009

ADDENDUM 2

Prepared by:

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

JULY 23, 2024

CITY OF DANIA BEACH, FLORIDA
“POLICE SUBSTATION GENERATOR”
ITB 24-009
ADDENDUM 2

QUESTIONS AND ANSWERS

1. May a SER rated ATS be used in place of the existing main disconnect. This could shorten the outage significantly. **Provide main disconnect and ATS as per drawings.**
2. How do you propose we run the new load and remote annunciator conduits to Panel A with a hard ceiling and sheetrock walls? **Existing conduit may be reused for panel A. A new conduit shall be installed for the remote annunciator. Include all repairs as part of the installation.**
3. Can the existing load conduit be re-used and the remote annunciator be put on the inside of the outside wall of that room? **The existing conduit may be reused. Coordinate the exact location of the remote annunciator location with owner prior to installation.**
4. Who is responsible for the supply of diesel fuel? **The contractor shall provide all necessary fuel for startup/testing, etc.**
5. Can Generac be added to the approved generator manufacturer list? **Generators shall be as listed in the specs and the Florida Building Code.**
6. Is Tramont the only approved tank vendor. Can equal in Florida be used? **Shall be Tramont or per approved generator manufacturer.**
7. Is a factory enclosure 180 MPH wind certified acceptable? **Yes. As long as it meets specs.**
8. Is a factory 425 gallon fuel tank acceptable? **No. Provide a 500 gallon tank as specified.**
9. Please clarify specifications section 16621, 1.01, D, 1 - Stainless steel and hospital grade. If we use the factory enclosure, it will come with a critical grade exhaust silencer. All the exhaust components are internally mounted within the enclosure. The only exhaust item that will be stainless steel is the flex exhaust. Please advise. **This is acceptable.**
10. Please confirm the enclosure of the ATS. Drawing E2 and specs call for 3R. Bid form indicates NEMA4X. Please clarify. **Nema 3R enclosure is required.**

CITY OF DANIA BEACH, FLORIDA



“POLICE SUBSTATION GENERATOR”

CITY INVITATION TO BID (“ITB.”) NO. 24-009

ADDENDUM 3

Prepared by:

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

JULY 24, 2024

CITY OF DANIA BEACH, FLORIDA
“POLICE SUBSTATION GENERATOR”
ITB 24-009
ADDENDUM 3

QUESTIONS AND ANSWERS

1. Will Blue Star generators be an acceptable alternate on this project? <https://www.bluestarps.com/> Generators shall be as listed in the specs and the Florida Building Code.
2. Can a 400 A Service Entrance rated ATS be installed in place of the existing disconnect? Provide main disconnect and ATS as per drawings.
3. Can we trench to the back of the property and then come up on the parapet in the back and under the sidewalk with our electrical conduits? Winning contractor will need to provide a proposed sketch for review and approval.
4. When can the Station incur a power outage and for how long? Outages will have to be coordinated with the City, BSO and FPL.
5. Will a temp mobile generator be required during the outage? There is no back-up generator now. If the work to connect the new back-up generator requires an extensive period, then a temporary generator may be considered.
6. Are there Davis Bacon wages on this project? No
7. Will a survey be required as part of this project? No
8. Please consider extending the bid for at least a week after posting answers/addenda. The deadline has been extended by one week to July 29, 2024. At this time, it will not be extended again.

City of Dania Beach

ITB 24-009 POLICE SUBSTATION GENERATOR

EXHIBIT 'B' BID FORM

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
<u>ELECTRICAL:</u>					
E-1	DEMO	LS	1	\$ 5,800.00	\$ 5,800.00
E-2	400A ATS, NEMA 4X	EA	1	\$ 29,700.00	\$ 29,700.00
E-3	45KVA GENERATOR IN OUTDOOR ENCLOSURE	EA	1	\$ 79,916.00	\$ 79,916.00
E-4	CONDUIT AND WIRE	LS	1	\$ 40,000.00	\$ 40,000.00
E-5	CONCRETE SLAB	LS	1	\$ 9,900.00	\$ 9,900.00
E-6	MISC. MATERIALS	LS	1	\$ 9,800.00	\$ 9,800.00
				Total	\$ 175,116.00

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR

Solar Champs LLC, dba Champs Pro Services

By: 
Signature

Christina Charles Vice President
Name and Title

1315 N Federal Hwy
Street Address

Hollywood, FL 33020
City, State, Zip

7/29/2024
Date

CITY OF DANIA BEACH
Sub-Recipient's Name

H0237
DEM Contract Number

4337-201-R
FEMA Project Number

City of Dania Beach

ITB 24-009 POLICE SUBSTATION GENERATOR

EXHIBIT 'B' BID FORM

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
<u>ELECTRICAL:</u>					
E-1	DEMO	LS	1	\$ 5,000.00	\$ 5,000.00
E-2	400A ATS, NEMA 4X	EA	1	\$ 5,305.85	\$ 5,305.85
E-3	45KVA GENERATOR IN OUTDOOR ENCLOSURE	EA	1	\$ 72,441.23	\$ 72,441.23
E-4	CONDUIT AND WIRE	LS	1	\$ 30,000.00	\$ 30,000.00
E-5	CONCRETE SLAB	LS	1	\$ 18,000.00	\$ 18,000.00
E-6	MISC. MATERIALS	LS	1	\$ 47,883.00	\$ 47,883.00
				: \$178	
				Total	\$ 178,630.08

EXHIBIT "C"

INSURANCE REQUIREMENTS

- A. **Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. **Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. **Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply "Per Job";
 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor's insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

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

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

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

1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
2. Waiver of Subrogation.

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

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

1. "The City of Dania Beach" is added as a named "Additional Insured";
2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
3. Waiver of Subrogation.



City of Dania Beach Public Services Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

SUBJECT: AUTHORIZATION TO AWARD THE INVITATION TO BID (ITB) NO. 25-006 ENTITLED “GRIFFIN ROAD EAST LANDSCAPING IMPROVEMENTS” TO VISUALSCAPE INC.

Request:

The Public Services Department (PSD) requests approval to award ITB No. 25-006 to VisualScape Inc. to provide landscape refurbishing work along the eastern section Griffin Road as part of the citywide Landscape Master Plan (LMP).

Background:

The City developed a citywide LMP in 2023 working in collaboration with KCI, Inc., one of the CCNA consultants. Later that year the western section of the first main corridor scheduled as part of the LMP, Griffin Road, was completed. The design for the second and final section of Griffin Road was completed in the latter part of 2024 and the bid process was recently completed. The following were the respondents:

VisualScape Inc.	\$320,534.52
Arazoza Brothers Corp.	\$430,208.30
Superior Landscaping & Lawn Service Inc.	\$446,762.75
K&S Services of South Florida, Inc.	\$569,076.00

Budgetary Impact

The cost of \$336,561.25 will be allocated from Public Services/Corridor Master Plan Professional Services General Account Number 301-39-61-541-31-10, which includes a five percent (5%) contingency.

Recommendation

PSD recommends approval of the resolution awarding Invitation to Bid No. 25-006 “Griffin Road East Landscaping Improvements” to VisualScape Inc.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 25-006, ENTITLED “GRIFFIN ROAD EAST LANDSCAPING IMPROVEMENTS” TO VISUALSCAPE INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$336,561.25), WHICH INCLUDES A FIVE PERCENT (5%) CONTINGENCY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City developed a citywide Landscape Master Plan (LMP) in 2022 which calls for the refurbishing of median landscaping along its major corridors; and

WHEREAS, the Public Services Department (PSD) engaged KCI Inc. to design, prepare construction documents, pull permits, and provide post-design services for the various corridors of the LMP; and

WHEREAS, the design and bid process for the second and final phase of Griffin Road, which is the first main corridor being implemented as part of the LMP; and Public Services Department (PSD) engaged KCI Inc. to design, prepare construction documents, pull permits, and provide post-design services for the various corridors of the LMP; and

WHEREAS, on March 2025, the City received four (4) responses to ITB No. 25-006, listed below:

VisualScape Inc.	\$320,534.52
Arazoza Brothers Corp.	\$430,208.30
Superior Landscaping & Lawn Service Inc.	\$446,762.75
K&S Services of South Florida, Inc.	\$569,076.00; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents resulted in the selection of VisualScape Inc. as the lowest and most qualified.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with VisualScape Inc. in an amount not to exceed Three Hundred Thirty Six

Thousand Five Hundred Sixty One Dollars and Twenty-Five Cents (\$336,561.25), which includes a five percent (5%) contingency.

Section 3. That all of the funding will be appropriated from Public Services/Corridor Master Plan Professional Services General Account Number 301-39-61-541-31-10.

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

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach Public Services Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

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

**SUBJECT: APPROVAL OF BID AWARD - ITB 25-010 "PIER ELEVATOR CAB
SHELL REPLACEMENT"**

Request:

The Public Services Department (PSD) is requesting approval of a bid from Elevated Facility Services in response to ITB 25-010 for the full cab replacement of the pier elevator at 300 North Beach Road in the amount of \$42,600.00.

Background:

In May 2024 the Pier Elevator became inoperable due to age, wear, and issues with water intrusion in the lower section/mechanism. Several complications arose in the ensuing months involving contractor cost estimates and changes in key lead personnel of the specialized vendor PSD was working with. The use of this elevator is critical as it used by disabled patrons to access the Quarterdeck Restaurant and to transport restaurant goods and services. An ITB was issued, with responses opened and evaluated in April 2025. The evaluation committee reviewed the following results:

Elevated Facility Services	\$42,600.00
Mowrey Elevator Company	\$48,800.00

The Committee selected Elevated Facility Services as the lowest qualified bidder.

Budgetary Impact

Funding in the amount of \$42,600.00 will be appropriated from Pier Operations Repair and Maintenance Services Grounds account number 415-72-15-572-46-50.

Recommendation

PSD recommends approval of the attached proposal from Elevated Facility Services for the repairs of the elevator.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (“ITB”) NO. 25-010, ENTITLED “PIER ELEVATOR CAB SHELL REPLACEMENT (RE-ISSUE)” TO ELEVATED FACILITY SERVICES, IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND SIX HUNDRED DOLLARS (\$42,600.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the elevator servicing the Ocean Park pier and adjacent Quarterdeck Restaurant has been inoperable for nearly one year due to age, wear and tear and issues with water intrusion in the system’s lower section and mechanism; and

WHEREAS, the Public Services Department (PSD) encountered a number of difficulties in its effort to address this situation, including problematic contractor cost estimates/pricing and changes in key personnel for the specialized contractor the Department was working with; and

WHEREAS, bids for repairs were sought and received in April 2025, with the below pricing being received:

1. Elevated Facility Services \$42,600.00
2. Mowery Elevator Company \$48,800.00; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents resulted in the selection of Elevated Facility Services as the lowest and most qualified.

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

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

Section 2. That the City Commission authorizes the proper City officials to execute a contract with Elevated Facility Services for the replacement of the pier elevator cab shell in an amount not to exceed Forty-Two Thousand Six Hundred Dollars (\$42,600.00).

Section 3. That funding will be appropriated from the Pier Operations Repair and Maintenance Services Grounds account 415-72-15-572-46-50 in the amount not to exceed Forty-Two Thousand Six Hundred Dollars (\$42,600.00).

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

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be effective 10 days after passage.

PASSED AND ADOPTED on _____, 2025.

Motion by _____, second by _____.

FINAL VOTE ON ADOPTION: Unanimous _____

Yes No

Commissioner Lori Lewellen _____

Commissioner Luis Rimoli _____

Commissioner Archibald J. Ryan IV _____

Vice Mayor Marco Salvino _____

Mayor Joyce L. Davis _____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

AGREEMENT

THIS IS AN AGREEMENT (“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 Oracle Elevator Holdco Inc., d/b/a Elevated Facility Services (“Contractor”), with a mailing address of 8800 Grand Oak Circle, Suite 550, Tampa, Florida 33637.

WHEREAS, the elevator servicing the Ocean Park pier and adjacent Quarterdeck Restaurant has been inoperable for nearly one year due to age, wear and tear and issues with water intrusion in the system’s lower section and mechanism; and

WHEREAS, the Public Services Department (PSD) encountered a number of difficulties in its effort to address this situation, including problematic contractor cost estimates/pricing and changes in key personnel for the specialized contractor the Department was working with; and

WHEREAS, the Bid Committee’s assessment of the bid packages provided by the respondents resulted in the selection of Elevated Facility Services as the lowest and most qualified.

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this Agreement hereby agree, as follows:

1. The Contractor shall, in a good and first class, workman-like manner, at its own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this Agreement and the Agreement Documents. The “Agreement Documents” means and includes the following
The term "Contract Documents" means and includes the following:
 1. City Invitation to Bid (“ITB”) NO. 25-010
 2. Bid Proposal
 3. Insurance and Certificates of Insurance
 4. Notice to Proceed
 5. Invoice/Payment Affidavit
 6. Insurance and Certificates of Insurance
3. The City has accepted CONTRACTOR’S BID and awards this Contract to said Contractor, for the sum named in the Proposal, to-wit: FORTY-TWO THOUSAND SIX HUNDRED DOLLARS (\$42,600.00), which Bid Form is incorporated as **Exhibit “A”** and made a part of this agreement, by this reference.
4. The Pier Elevator Cab Shell Replacement project is described in detail under Section 4 of the Invitation to Bid No. 25-010, which bid is incorporated as **Exhibit “B”** and made a part of this agreement and generally consists of the removal of the old elevator cab and its

replacement with a new elevator cab at the Dania Beach Pier located at 300 North Beach Road, Dania Beach, FL 33004. Contractor shall be responsible for the following:

- (i) Safe removal of the current elevator cab.
- (ii) Protection of existing elevator shaft and surrounding areas.
- (iii) Installation of the cab within the existing shaft.
- (iv) Proper alignment with the existing elevator system.
- (v) Reconnection of necessary fixtures, including controls, lighting, and safety features.
- (vi) Installation must be in compliance with all applicable code requirements.
- (vii) All related work necessary to restore the elevator system to proper operation and necessary tests required by the State of Florida, Broward County, the American Society of Mechanical Engineers (ASME) Safety Code for Elevators, and any other authorities having jurisdiction over this work.

5. Commencement of Work. The Contractor will commence the work required by the Contract Documents within fifteen (15) days after the date of the Notice To Proceed and will complete same within sixty (60) calendar days of the issuance of the Notice to Proceed. In lieu of actual damages, the Contractor agrees to pay liquidated damages in the amount of Five hundred fifty dollars (\$500.00) per day if all work is not completed in 150 calendar days. Extensions of time may be granted if weather conditions prohibit proper execution of the work. Any such extension must be granted in writing, signed by both parties, and attached to this Agreement.
6. Subcontracts. It is expressly agreed to by the parties that the City shall approve in advance in writing any Subcontractors and the fees to be paid them by Contractor, prior to any such Subcontractor proceeding with any such work. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in this Agreement. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition. It is expressly agreed to by the parties that the City shall approve in advance in writing any subcontractors and the fees to be paid them by Contractor, prior to any such subcontractor proceeding with any such work.

7. Contractor Personnel.

7.1 Personnel. Contractor shall ensure that all personnel are competent, careful, and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and shall make do and proper effort to execute the work in the manner prescribed in the contract documents. When the City determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person shall be immediately discharged from the Project/Service and shall not again be employed on the Project/Service without the written consent of the City. Should the Contractor fail to remove such person or persons, the City may withhold all payments which are or may become due or may suspend the work with approval of the City until such orders are complied with. No alcoholic beverages or drugs are permitted on any City properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

7.2 Safety.

- a) Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, federal, state, or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to persons or property. Contractor shall be aware that while working for the City, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by Contractor.
- b) Contractor certifies that all material, equipment, etc. to be used in an individual Project/Service meets all Occupational Safety and Health Administration (OSHA) requirements. Contractor further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by Contractor. All standard equipment, work operations, safety equipment, and personal protective equipment required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by Contractor and its employees.
- c) Contractor shall be responsible for the removal of all debris. All costs associated with clean-up and debris removal are included in the bid amount. If the Contractor fails to clean up the work area to acceptable levels the CITY shall deduct the actual cost of the debris removal from the Contractor's final payment.

8. Protection Of Property. The Contractor shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.
9. Public Bid Disclosure Act. In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:
- a) Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
 - b) During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
 - c) Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
10. Warranties.
- a) Contractor will provide the City with any express warranty provided by the Equipment manufacturer and will work directly and solely with the manufacturer on any issues related to the passed through Equipment warranty.
 - b) Contractor warrants the equipment installed under this contract against defects in material and workmanship for a period one (1) year from the date each elevator is completed and placed in operation. This warranty is in lieu of any other liability for defects. This warranty is not intended to supplant normal maintenance service.

11. Termination.

This Agreement may be terminated by the City upon ten (10) calendar days advance written notice to the other party; but if any work, service, or task hereunder is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the City until said work, service or task is completed and accepted.

- a) Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the City with the required ten (10) calendar day advance written notice, the City shall reimburse Contractor for actual work satisfactorily completed.
 - b) Termination for Cause: Termination by the City for cause, default, or negligence on the part of Contractor shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The ten (10) calendar day advance notice requirement is waived in the event of termination for cause.
12. Assignment. This Agreement shall not be assigned except with the written consent of the City's. No such consent shall be construed as making the City a party to the assignment or subjecting the City to liability of any kind to any assignee. No assignment shall under any circumstances relieve Contractor of liability and obligations under this Agreement and all transactions with the City must be through Contractor. Additionally, unless otherwise stipulated herein, Contractor shall notify and obtain prior written consent from the City prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the City may result in termination of this Agreement for default.
13. Insurance. Contractor shall purchase and maintain at all times during the term of this Agreement, without cost or expense to the City, policies of insurance as indicated in **Exhibit "C"** of this Agreement.
14. Indemnity. The Contractor shall indemnify and hold the City and its agents, officers, commissioners, or employees harmless for any damages resulting from failure of Contractor to take out and maintain the above insurance. Additionally, Contractor agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the City Commission of Dania Beach, Florida, and its officers, councilpersons, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of Contractor, its agents, employees or representative, in the performance of Contractor duties set forth in this Agreement.
15. Independent Contractor. Contractor, and all its employees, agree that they shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the City. Contractor shall have no authority to contract for or bind the City in any manner and shall not represent itself as an agent of the City or as otherwise authorized to act for or on behalf of the City. Additionally, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Contractor warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it and, further, that no City employee who acts in the City of Dania Beach as a “purchasing agent” as defined in Chapter 112, Florida Statutes, nor any elected or appointed officer of the City of Dania Beach, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Contractor and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Contractor. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Contractor.

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

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

17. Retention Of Records And Right To Access.

17.1 The Contractor shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of **five (5) years** after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these **five (5) years**, the records shall be retained by the City until resolution of audit findings.

The Contractor shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5) years** from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3) years**

from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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

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

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

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

18. Section 119.0701(2)(a), Florida Statutes.

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

Custodian of Records:	ELORA RIERA, MMC CITY CLERK
Mailing Address:	100 W. Dania Beach Boulevard Dania Beach, Florida 33004
Telephone number:	954-924-9800, Ext. 3623
Email:	<u>eriera@daniabeachfl.gov</u>

19. No Waiver. Failure of the City to insist upon strict performance of any provision or condition of this Agreement, or to enforce any right contained in it, shall not be construed as a waiver or relinquishment for the future of any such provision, condition or right, but the same shall remain in full force and effect.

20. Declaration of Default. The failure of the Contractor a) to supply enough properly skilled workers or materials, or b) its failure to make prompt payments to subcontractors, or for materials or labor, or c) to obey laws, ordinances, rules, regulations or orders of public agencies having jurisdiction, or d) to comply in any way with the Agreement Documents, shall be sufficient grounds for the City to find the Contractor in material default, and that sufficient cause exists to terminate the Agreement for cause, and to withhold payment or any part thereof until the cause or causes giving rise to the default has/have been eliminated by the Contractor and approved by the City. If a finding of default is made by the City, the Contractor and its Surety shall remain responsible for performance of the requirements of the Agreement Documents unless and until the City terminates the Agreement. Upon a finding of default, the City shall set a reasonable time, but in no event in excess of seven (7) calendar days after written notice from City detailing the default, within which the Contractor and its Surety shall eliminate the cause or causes of default. When the basis for finding default no longer exists, the City shall notify the Contractor and its Surety, in writing, that the default has been corrected, and that the Contractor is no longer in default. If the Contractor fails to correct the default within the time allowed, the City, without further notice to Contractor or its Surety, may immediately terminate the Agreement and the employment of the Contractor, without otherwise waiving its rights against the Contractor or its Surety. To the extent that the time limits herein conflict with those set forth in the Performance Bond, the time limits in this section shall take precedence.

21. Force Majeure. Under any and all provisions of this Agreement, neither the City nor Contractor, as the case may be, will be considered in breach of or in default of any of their respective non-monetary and monetary obligations under the Agreement as a result of an unavoidable delay due to strikes, lockouts, acts of God, inability to obtain labor or materials, riot, war, hurricane, tornado, weather related events or conditions, pandemics, epidemics, shutdowns due to government restrictions, utility company delays, or other similar causes beyond the commercially reasonable control of a party (in each case, an event of "Force Majeure"). Upon the occurrence of a Force Majeure, the applicable time-period will be extended for each day of the period of the Force Majeure event.

22. Governing Law. This Agreement will be governed by the laws of the State of Florida. This Agreement is subject to and must comply with the Charter and City Code of the City of Dania Beach, as they exist on the date of execution of the Agreement. Any conflicts between this Agreement and the Charter and City Code will be resolved in favor of the City's Charter. Venue for any disputes arising out of this Agreement and for any actions involving the enforcement or interpretation of this Agreement will be in the State courts of the 17th Judicial Circuit of Broward County, Florida.

23. Notices.

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

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

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

Contractor: Oracle Elevator Holdco, Inc.
d/b/a Elevated Facility Services
8800 Grand Oak Circle, Suite 550
Tampa, Florida 33637

24. Headings. Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

25. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement and each such exhibit is incorporated by this reference.

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

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

- a) Claims based upon any alleged breach by the City of implied warranties for representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement.
- b) Claims based upon negligence or any tort arising out of this Agreement.
- c) Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee.

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

28. Completion of Work. On completion of the work, but prior to the acceptance thereof by the City, it shall be the duty of the City's Engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said Contract Documents; and upon making such determination, said official shall make his final certificate to the CITY. The Contractor shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, thereupon, the final estimate (including retainages) will be approved and paid.

29. Section. Section headings are for convenience only and do not affect the interpretation of this Agreement.

30. Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument. This Agreement is effective only after execution and delivery by the parties.

31. Entire Agreement. This Agreement (including the Exhibits) constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the parties.

32. Amendments. No amendment to this Agreement is binding on either party unless in writing and signed by both parties. The City is not obligated to spend any money or undertake any obligation in connection with an amendment proposed by Contractor. If Contractor requests an amendment to the Agreement or any other action by City, Contractor must reimburse City for all third-party costs incurred by City (including but not limited to costs of third-party consultants and attorneys). Before the City takes action regarding any request, Contractor must deposit with the City the estimated amount of third-party costs, as reasonably determined by the City.

33. Holidays. The parties agree that whenever a notice or performance due under the Agreement falls on a Saturday, Sunday or on a legal holiday recognized by the City, the notice or performance will be postponed to the next following business day.

34. Survival. A termination of the Agreement will not release Contractor from its obligation to indemnify City for any acts which occurred prior to the termination of the Agreement, unless otherwise agreed upon by City and Contractor or by judicial decree. Upon termination or expiration of this Agreement, the Contractor shall remain liable for all obligations and liabilities that have accrued prior to the date of termination or expiration, unless relieved of such obligation or liability by action of a court or rule of law.

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

ATTEST:

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

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS

EVE A. BOUTSIS
CITY ATTORNEY

ANA M. GARCIA, ICMA-CM
CITY MANAGER

WITNESSES:

Signature

PRINT Name

Signature

PRINT Name

CONTRACTOR:

**Oracle Elevator Holdco, Inc. d/b/a
Elevated Facility Services, a Florida
corporation**

Signature

PRINT Name

Title

Dated: _____, 2025

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, on _____, 2025 by _____,
as _____ of Oracle Elevator Holdco Inc., d/b/a
Elevated Facility Services, a Florida corporation. He/she is personally known to me or has
produced _____ as identification.

My Commission Expires:

Notary Public, State of Florida

Print Name :

PRICE TABLES

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Permits	1	EA	\$300.00
2	Demolition	1	EA	\$12,000.00
3	Cab Installation, including connection of fixtures, buttons and controls.	1	EA	\$30,300.00
Total				\$ 4 6 , 2 0 0 . 0 0

CITY OF DANIA BEACH, FLORIDA



Pier Elevator Cab Shell Replacement (Re-issue)

CITY INVITATION TO BID (“ITB”) NO. 25-010

Prepared by:

City of Dania Beach, Florida
100 W. Dania Beach Boulevard
Dania Beach, FL 33004

Friday, March 21, 2025

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1. NOTICE TO BIDDERS

**CITY OF DANIA BEACH, FLORIDA
INVITATION TO BID FOR
"Pier Elevator Cab Shell Replacement (Re-issue)"
25-010**

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its **"Pier Elevator Cab Shell Replacement (Re-issue), 25-010"**.

Bids will be accepted on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl> until Friday, April 11, 2025, at 10:00 am. Bids received after this time will be rejected.

All submissions will remain confidential and exempt from public record disclosure requirements until the response opening is conducted.

PROJECT DOCUMENTS

Documents may be obtained from <https://procurement.opengov.com/portal/daniabeachfl/projects/155090>.

NON-MANDATORY PRE-BID CONFERENCE

A NON-MANDATORY Pre-bid conference will be held on **Tuesday, April 1, 2025**, at 10:00 am at Dania Beach Pier, 300 North Beach Road, Dania Beach, FL 33004. All Bidders and interested persons are invited to attend the meeting, which will outline the Project as described in the Bid, and provide an opportunity for questions and answers for all interested persons. Any interpretations, clarifications or additional information not disclosed in this Bid and determined to be necessary by the Owner in response to questions, will be issued by means of addendum or addenda, which addendum or addenda will be posted to the Portal at <https://procurement.opengov.com/portal/daniabeachfl/projects/155090> for all interested persons who are following the project. The Bidder will be notified of any addenda issued, if following the project, but it is recommended they check the portal to see if there has been any addendum or addenda posted for this Bid. Only questions answered and information supplied by means of such addendum or addenda will be considered as binding. Oral interpretations, clarifications or other information will have no legal and binding effect.

BID DOCUMENTS

Bids must be submitted electronically on the City's e-Procurement Portal at <https://procurement.opengov.com/portal/daniabeachfl>, the City's designated electronic bidding system.

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All bid prices shall be guaranteed firm for a minimum of one hundred twenty (120) calendar days after the submission of the bid. No bidder may withdraw a bid within ninety (90) calendar days after the bid opening date.

Pursuant to Florida law, all Bids are exempt public records until thirty (30) days after opening, or award of bid, whichever is sooner. In the event presentations are necessary, all non-presenting bidders will be required to exit the room during the presentations of each of the other bidders as portions of selection committee meetings at which presentations are made are exempt from Florida's public meeting laws.

All bidders are advised that the City has not authorized the use of the City seal or logo by individuals or entities responding to City bids. Bidders shall demonstrate successful performance of projects of a similar magnitude, scope and value as this project.

The City Commission of the City of Dania Beach reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City, as Owner.

CITY OF DANIA BEACH, FLORIDA
Published on: Friday, March 21, 2025

2. GENERAL TERMS & CONDITIONS

2.1 NO BIDS OR PROPOSALS

If a Bidder or Offeror does not intend to bid or submit a proposal, 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.

2.2 CAUSES FOR REJECTION OF A BID OR PROPOSAL

- A. No bid or proposal will be considered or accepted that, in the opinion of the City, is informal or unbalanced, or contains inadequate or unreasonable prices for any items; each item must carry its own proportion of the cost as nearly as is practicable. However, the City shall be under no obligation to investigate the correctness of any bid or proposal, and the Bidder or Offeror by signing the bid or proposal shall be deemed to have verified that no errors appear in the bid or proposal as submitted. Any alterations, erasures, interlineations or failures of a bid or proposal to contain all items called for in the solicitation may result in rejection of the bid or proposal.
- B. If any Bidder or Offeror violates any provision in the solicitation, such Bidder or Offeror may be disqualified from performing the Project Work, or from furnishing the requested services for which the bid or proposal was submitted, and the Bidder or Offeror may be further disqualified from bidding or submitting proposals on any future bids or proposals for work, for goods, or for services for the City.

2.3 GENERAL CONDITIONS

- A. **Purpose:** The purpose of the Invitation to Bid is to establish between the City and the Contractor an agreement to perform the project work.
- B. **Documentation:** Bidder shall submit in its bid the following:
 - 1. Evidence that the Bidder is certified and licensed to perform the required services in the State of Florida. The successful Bidder must be in compliance with all applicable laws and regulations;
 - 2. A statement stating the number of years the Contractor has been a qualified provider of the requested services; and
 - 3. A complete Bidder's Questionnaire; it is made a part of and is incorporated into the ITB by this reference.
- C. **Bidder Expenses:** Bidders are solely responsible for their own expenses in preparing and submitting Bids, and for any meetings, negotiations or discussions with the City or its representatives and consultants, relating to or arising from this ITB. The City and its representatives, agents, consultants and advisors shall not be liable to any Bidder for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by any Bidder in preparing and submitting a Bid, or participating in negotiations for a contract, or any other activity related to or arising out of this ITB.

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- D. **No Contract:** By submitting a Bid and participating in the process as outlined in this ITB, Bidders expressly agree that no contract of any kind is formed under or arises from this ITB prior to the complete signing by both parties of a formal written contract.
- E. **Conflict of Interest:** Bidders shall disclose any potential conflicts of interest and existing business relationships they may have with the City. If requested by the City, a Bidder should provide all pertinent information regarding ownership of the entity within forty-eight (48) hours of the City's request.
- F. **General Conditions:** The agreement to be awarded will be subject to the provisions of the United States Constitution, Florida laws, statutes and ordinances of the United States of America, the State of Florida, Broward County and the City of Dania Beach.

2.4 SPECIAL CONDITIONS

- A. Any and all Special Conditions contained in the solicitation that may be in variance or conflict with the General Conditions shall have precedence over the General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety.
- B. The solicitation, Bidder Submissions, Specifications, Attachments, Addendum or Addenda, the legal advertisement of the solicitation and any other pertinent documents form a part of the solicitation, and ultimately, the agreement; all of the documents are made a part of and are incorporated into the solicitation and the awarded agreement.

2.5 PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who, or which has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F. S. for CATEGORY TWO, which is \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. A form to that effect, as mentioned above, must be submitted by the Bidder or Offeror. A copy of the Sworn Statement on Public Entities Crimes can be found in the attachments; a copy is made a part of and is incorporated into the solicitation by this reference.

2.6 PRICES, TERMS ARE TO BE FIRM

- A. The Bidder or Offeror warrants by virtue of its Bid or proposal that the prices, terms and conditions contained in the solicitation shall be firm for a period of no less than one hundred twenty (120) calendar days from the date of the solicitation opening.
- B. The bid or proposal prices shall include all permit fees, royalties, license fees, taxes and other costs arising from the use of the materials and equipment in any way involved in the Project Work, as well as

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all costs of packaging, transporting and delivery of any materials and equipment to the designated location within the City, and the site cleanup.

- C. The City may require the addition or deletion of services from the Contractor if the requirements and needs of the City change, in City's sole opinion. This may entail additional services and additional locations. The Contractor shall provide the City with costs for these additional services and additional locations or both, based upon the cost structure utilized in establishing the pricing for listed locations in initially contracted areas. Deletion of locations, services, or both shall be handled in the same manner as described above. If the costs offered are not acceptable to the City, the City reserves the right to procure the additional services from one or more other Contractors.

2.7 PROTECTION OF PROPERTY

- A. The successful Bidder or Offeror shall at all times guard against damage or loss to City property or property of other persons, vendors or Contractors and shall be responsible for replacing or repairing any such damage or loss. The Contractor will be required to report any such damages immediately to the City's representative in charge of the Project. The successful Bidder or Offeror shall ensure that the area in which the sidewalks are being replaced that pedestrians, and the general public are not injured nor have access to the area (safety screening) in which work is proceeding.
- B. The City reserves the right to repair any damages created by the Contractor and to deduct the appropriate amount from any payment due to the Contractor. In all cases, the decision of the City is final.

2.8 TRASH

Contractor shall be responsible for the daily removal of trash and debris from the Project work sites and upon completion of the Project Work.

2.9 INSTRUCTIONS TO BIDDERS

Taxes: The City is exempt from any taxes related to the requested services, which may otherwise be imposed by the state or federal government. This exemption does not transmit to suppliers in their purchases of goods or services, used in work or goods supplied to the City. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

2.10 RETENTION OF RECORDS AND RIGHT TO ACCESS

The successful Bidder or Offeror shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to the agreement for a period of three (3) years after termination or conclusion of the agreement, or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained by the City until resolution of audit finding.

2.11 NON-COLLUSION STATEMENT

By submitting a bid or proposal, the Bidder or Offeror affirms that the bid or proposal is without previous understanding, agreement, or connection with any person, business, or corporation and that the bid or proposal is in all respects fair, and made without collusion or fraud. The Non-Collusion Affidavit form must be executed by the Bidder or Offeror; a copy of the form can be found in the Bidders Submissions; it is made a part of and is incorporated into the solicitation by this reference.

2.12 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS

The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder or Offeror is unable to provide these items, and feels that the technical specifications are overly restrictive, the Bidder or Offeror must notify the City of Dania Beach in writing immediately. Such notification must be received by the City prior to the deadline contained in the solicitation, for questions of a material nature, at least ten (10) calendar days prior to the solicitation opening date. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to the Bidder or Offeror.

2.13 PUBLIC RECORDS

- A. **Bid or Proposal Submissions Shall Become City Property:** All submissions become the property of the City and will not be returned to the Bidder or Offeror. The City will hold all submissions in confidence unless otherwise required by law.
- B. **Contractor’s Obligations:** Bidders or Offerors should be aware the City is a “public body” as defined in Florida Statutes, Section 119.011(2) and that it is subject to Florida Statutes, Section 119.0701(2) (a), and the related provisions of the Florida Public Records Law. If awarded this project, the following will apply:
 - 1. **Documents to Be City Property:** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with the contract are and shall remain the property of the City.
 - 2. **Maintenance of Records:** Bidder or Offeror agrees to keep and maintain public records in Bidder’s or Offeror’s possession or control in connection with Bidder’s or Offeror’s performance under the contract. Bidder or Offeror additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Bidder or Offeror 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.
 - 3. **Response to Public Records Requests:** Upon request from the City custodian of public records, Bidder or Offeror 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.

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4. **Delivery of Records:** Upon completion of the contract or in the event of termination by either party, any and all public records relating to the contract in the possession of the Bidder or Offeror shall be delivered by the Bidder or Offeror to the City Manager, at no cost to the City, within seven (7) days. All such records stored electronically by Bidder or Offeror shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of the contract, the Bidder or Offeror shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Any compensation due to Bidder or Offeror shall be withheld until all records are received as provided in this solicitation.
5. **Failure to Comply:** Bidder's or Offeror's failure or refusal to comply with the provisions of this section shall result in the immediate termination of the contract by the City.

C. **Florida Public Records Law:** Pursuant to Section 119.0701(2) (a), Florida Statutes:

IF THE BIDDER OR OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S OR OFFEROR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE BIDDER OR OFFEROR MUST CONTACT THE CITY CUSTODIAN OF PUBLIC RECORDS.

Custodian of Records: Elora Riera, City Clerk

Mailing Address: 100 W. Dania Beach Boulevard, Dania Beach, Florida 33004

Telephone number: 954-924-6800, Ext. 3623

Email: eriera@daniabeachfl.gov

2.14 SUCCESSORS AND ASSIGNS

The City and Contractor, respectively, will bind themselves, their partners, successors, assigns and legal representatives to the agreement. Neither party to the agreement shall assign or subcontract it or any portion of it, without the advance written consent of the other.

2.15 QUALIFICATION OF BIDDERS OR OFFERORS

- A. **Bidders' or Offeror's Qualifications:** The Bidder or Offeror shall complete the Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder or Offeror to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder or Offeror to be non-responsible.
- B. **Certified Financial Statement:** If requested by the Owner, the Bidder or Offeror shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. **Disqualification:** A Bidder or Offeror shall be disqualified and its unopened Bid or Proposal shall be rejected by the City for any one or more of the following reasons:

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1. Reason to believe that collusion exists among the Bidders or Offerors.
2. The Bidder or Offeror is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
3. The Bidder or Offeror has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
4. The submittal of more than one Bid or Proposal from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
5. Untimely bids or proposal shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid or proposal receipt documented by the City Clerk's office shall determine the timeliness of the Bid or Proposal.

- D. Non-responsible Bidder or Offeror :** A Bidder or Offeror may be determined by the Owner to be "non-responsible" once Bids or Proposals are opened, and a Bid or Proposal may be rejected for any one or more of (but not limited to) the following reasons:

Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources.

The Bidder's or Offeror's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work.

The appearance of an unbalanced Bid or Proposal, as determined by the Owner.

If the Bidder or Offeror makes one or more false statements or provides false information in connection with any portion of the bidding documents.

If the Bidder or Offeror fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.

- E. Non-responsive Bidder or Offeror :** A Bidder or Offeror may be deemed to be non-responsive and a Bid or Proposal may be rejected for any of, but not limited to, the following reasons:

1. If the Bidder or Offeror fails to submit a complete Bid or Proposal, including but not limited to, submitting evidence of all insurance coverages required by the Bid or Proposal and the Contract Documents.
2. If the Bidder or Offeror fails in any way to abide by any of the provisions of the Contract Documents.

2.16 CONTRACTOR'S RELATION TO THE CITY - INDEPENDENT CONTRACTOR

It is expressly agreed upon and understood that the Contractor will be in all respects an independent contractor as to the Project Work, and that the Contractor is in no respect an agent or employee of the City. The agreement will specify the Project Work to be done by the Contractor, but the method to be employed to accomplish the work shall be the responsibility of the Contractor, unless otherwise provided in writing in the agreement. Contractor and its employees are not entitled to any of the benefits that the City provides for City employees.

2.17 EMPLOYEES OF THE CONTRACTOR

- A. Contractors shall only designate employees who are sufficiently skilled to provide the required services specified in the solicitation. Any person employed to provide the services who fails, refuses or neglects to obey the instructions of the City's representative in anything relating to these services, or who appears to be disorderly, insubordinate, or incompetent shall upon the order of City's representative, be immediately relieved by the Contractor from the Project Work. Any interference with, or any abusive or threatening conduct toward any City representative, its assistants or inspectors by the Contractor, its employees or agents, or any member of the public shall be grounds for the City to terminate the agreement and re-let the work. The Contractor shall furnish all labor, materials, supplies and equipment necessary to properly maintain all Project Work areas in an acceptable and safe condition.
- B. Contractor agrees that it and its officers shall be held fully responsible, except as otherwise prohibited by law, for all acts of their employees while in their employ.

2.18 AVAILABILITY OF FUNDS

The obligations of the City under the awarded agreement will be subject to the availability of funds.

2.19 LICENSES, PERMITS, AND FEES

In accordance with the Public Bid Disclosure Act, Section 218.80, Florida Statutes, each license, permit, or fee a Contractor will have to pay the City before or during the work, items or services to be provided or the percentage method or unit method of all licenses, permits, and fees required by the City and payable to the City by virtue of the work, items, or services as part of the agreement are as follows:

- A. Contractor shall have and maintain during the term of the agreement any and all appropriate City licenses, fees (and business tax receipts, if applicable), which shall be paid in full in accordance with the City's fee structure for such items. **THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF CITY LICENSES, FEES (OR BUSINESS TAX RECEIPTS, IF APPLICABLE).**
- B. During the performance of the agreement, there may be times when the Contractor will be required to obtain a permit for such work, or in connection with the items or services. It is the responsibility of the Contractor to ensure that it has the appropriate permits as may become necessary during the performance of the work. Any fees related to the required permits in connection with the agreement will be the sole responsibility of the Contractor.
- C. Licenses, permits, and fees may be required by Broward County, the state of Florida or the federal government.
- D. City will reimburse permit fee costs related to dewatering and National Pollutant Discharge Elimination System (NPDES).

2.20 TERMINATION OF AGREEMENT

If the successful Bidder or Offeror who or which is awarded the contract fails to provide the services, or shall in any other manner commit a breach of the agreement and fails to remedy the same within five (5) calendar days after receipt of written notice from the City, the City may terminate the agreement resulting from the solicitation without any further notice to the Contractor. City representatives will review the construction services periodically to assure that the requirements of the agreement are being met. If any work is unsatisfactory, the Contractor shall be contacted, and the discrepancies corrected at no additional cost to the City. If deficiencies are not corrected within five (5) working days, the City may, at its option, perform the required services or contract to have them performed and deduct the cost of those services from the agreement cost.

2.21 TERMINATION OF AGREEMENT FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under the agreement, or if the Contractor shall violate any of the provisions of the agreement, the City may upon written notice to the Contractor, terminate the right of the Contractor to proceed under the agreement, or as to such part or parts of the agreement for which there has been a default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such default and termination, any completed services performed by the Contractor under the agreement shall, at the option of the City become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the amount of damages due to the City from the Contractor can be determined. The City reserves the right to terminate the agreement upon thirty (30) calendar days' written notice, without cause.

2.22 INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

- A. The selected Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, including its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:
1. bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work;
 2. any violation of law, statute, ordinance, governmental administrative order, rule, regulation, or infringement of patent rights by Contractor in the performance of the work;
 3. liens, claims, actions made by the Contractor or other party performing the work; and
 4. claims of whatsoever nature related to collection practices or any actions of a contradictory nature pursuant to the Agreement or in an attempt to collect monies due or claimed to be due to the City.

B. **Indemnification for Construction Contracts.** In the event that the performance of services under the Contract is deemed to be a "construction contract" pursuant to §725.06, Florida Statutes, as it may be amended from time to time, the following indemnification shall apply:

1. To the fullest extent permitted by Chapter 725, Florida Statutes, as it may be amended, the Contractor agrees to indemnify and hold harmless the Owner, its officers, employees, and assigns from liabilities, damages, losses, and costs including, but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the provisions in the Contract Documents.

2.23 INSURANCE REQUIREMENTS

- A. **Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. **Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. **Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or

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omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply "Per Job";
 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor's insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.
- H. **IN NO EVENT SHALL THE CONTRACTOR BE PERMITTED TO UTILIZE IN THE PROSECUTION OF THE WORK, THE FOLLOWING:**

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- 1. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEE WHO IS EXEMPTED OR PURPORTED TO BE EXEMPT FROM WORKERS' COMPENSATION INSURANCE COVERAGE; OR**
 - 2. ANY EMPLOYEE, SUBCONTRACTOR OR SUBCONTRACTOR EMPLOYEES WHO WILL BE COVERED BY AN EMPLOYEE LEASING ARRANGEMENT.**
- I. SPECIAL PROVISIONS AS TO WORKERS' COMPENSATION INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 2. Waiver of Subrogation.
- J. AUTOMOBILE LIABILITY INSURANCE** shall be maintained with combined single limits of no less than One Million Dollars (\$1,000,000.00), to include coverage for owned, hired, and non-owned vehicles.
- K. SPECIAL PROVISIONS AS TO AUTOMOBILE LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. "The City of Dania Beach" is added as a named "Additional Insured";
 2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 3. Waiver of Subrogation.
- L. Proof of Insurance:** The following are requirements that must be met regarding the Bidder's or Offeror's delivery of Certificates of Insurance for all coverages required in the Agreement and Solicitation Documents:
1. "Preliminary" certificate means that certificates of insurance verifying all general insurance requirements (as noted below) must be included with Bid or Proposal at submittal on the date and time of the Bid or Proposal opening. If the "preliminary" certificates are not included with a Bid or Proposal submittal, then the City has the right to consider the submitted Bid or Proposal as non-responsive on the date and time of the Bid or Proposal opening. "Preliminary" Certificates may be issued without documentation of all "Special Provisions". However, Contractor does understand that all provisions, including "Special Provisions" noted below are expected to be fully documented on or attached to the "Official" Certificates of Insurance as described below.
 2. "Official" Certificates of Insurance must be delivered to the City Clerk's office and Risk Manager of the City. If the "Official" certificates are not delivered before or on the fourteenth (14th) Business Day after the issuance by the City of the "Notice of Intent to Award", then the City has the right to consider the awarded Agreement to the successful Bidder or Offeror as void and to negotiate a

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contract with the next lowest responsive and responsible Bidder or Offeror. “Special Provisions”, as referenced below under each type of insurance requirement shall be fully confirmed on or attached to the “Official” certificates.

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

2.24 SAFETY

- A. The successful Bidder or Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project Work. The successful Bidder or Offeror shall comply with the rules and regulations of the Florida Department of Commerce regarding industrial safety (Florida Statutes, Section 440.56) and with the standards set forth in the federal Occupational Safety and Health Act of 1970 (OSHA), and its amendments.
- B. Bidder or Offeror, by submitting a bid or proposal, certifies that all materials and equipment to be supplied for the Project will meet all federal and state requirements, including but not limited to, the Occupational Safety and Health Act (OSHA).

2.25 WARRANTY

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

2.26 RESPONSIBLE BIDDER OR OFFEROR

No bid or proposal will be accepted from, nor will any agreement be awarded to, any person or entity who or which is in arrears to the City of Dania Beach upon any debt or agreement, who or which is in default as surety or otherwise upon any obligation to the City, who is deemed irresponsible or unreliable by the City, or who or which has been found guilty or convicted of a Public Entity crime in any federal or state trial court of record.

2.27 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Bidders or Offerors are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's or Offeror's social, political, or ideological interests when determining if the Bidder or Offeror is a responsible Bidder or Offeror. Bidders or Offerors are further notified that the City's governing body may not give preference to a Bidder or Offeror based on the Bidder's or Offeror's social, political, or ideological interests.

2.28 CONTRACTOR'S FINANCIAL/EXPERIENCE RECORD

The City shall have the right to investigate the financial condition and experience record of the Bidder or Offeror, and determine to its satisfaction the competency of the Bidder or Offeror to undertake the requested services in the solicitation.

2.29 SOLICITATION PROTEST PROCEDURE

- A. After a Notice of Intent to Award a contract is posted, any actual or prospective Bidder or Offeror claiming to be aggrieved in connection with the pending award of the Contract or any element of the process leading to the award of the Contract may protest to the City Manager. A protest must be filed by 5:00 PM on the third (3rd) Business Day after posting of the Notice of Award (excluding the day that the Notice is posted) or any right to protest is waived. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest and a Bid Protest Bond are timely received by the City Manager's Office.
- B. A Bid Protest Bond shall accompany the written protest, to compensate City for the expenses of administering the protest. If the protest is decided in the protester's favor, the entire deposit shall be returned to the protester. If the protest is not decided in the protester's favor, the deposit shall be retained by the City. The deposit shall be in the form of a cashier's check, and shall be the one percent (1%) of the amount of the pending award to the initial successful Bidder or five thousand (\$5,000.00) dollars, whichever is less.
- C. The Protest Committee shall have the authority to review, settle, and resolve all protests. Members of the Protest Committee will be appointed by the City Manager. If the Protest Committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law, applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the Protest Committee determines that the protest has merit, the City Manager shall direct that all appropriate steps are to be taken to remedy it.
- D. In the event of a timely protest, the City Manager shall stay the award of the Contract unless, after consulting with the City Attorney and a representative from the City's Department for which the services are being obtained, the City Manager determines that the award of the Contract without delay is necessary to protect the substantial interests of the City. The continuation of the bid award process under these circumstances shall not preempt or otherwise affect the protest.

2.30 LITIGATION

- A. In addition to any other provision of this solicitation, the City may, in its absolute discretion, reject a Bid or Proposal if the Bidder or Offeror, or any officer or director of the Bidder or Offeror submitting the Bid or Proposal, is or has been engaged directly or indirectly in legal action against the City, its elected or appointed officers, representatives or employees in relation to any matter.
- B. In determining whether or not to reject a Bid or Proposal under this section, the City will consider whether the litigation is likely to affect the Bidder's or Offeror's ability to work with the City, its consultants and representatives and whether the City's experience with the Bidder or Offeror indicates that there is a risk that the City will incur increased staff and legal costs in the administration of the contract if it is awarded to the Bidder or Offeror.
- C. A contract with the successful Bidder or Offeror will include the following:
GOVERNING LAW; CONSENT TO JURISDICTION. The law of the State of Florida shall govern the contract. The contract is not subject to arbitration. **THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY FOR ANY DISPUTES ARISING FROM, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT THIS WAIVER IS A MATERIAL CONTRACT TERM.**
- D. All claims, counterclaims, disputes and other matters in question between City and the Contractor arising out of, relating to or pertaining to the Contract, the breach of it, the services of it, or the standard of performance required in it, are to be addressed by resort to non-binding mediation as authorized under the laws and rules of Florida; provided, however, that in the event of any dispute between the parties, the parties agree to first negotiate with each other for a resolution of the matter or matters in dispute and, upon failure of such negotiations to resolve the dispute, the parties shall resort to mediation. If mediation is unsuccessful, any such matter may be determined by litigation in a court of competent jurisdiction in Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. If City or Contractor incurs any expense in enforcing the terms of the Contractor, whether suit is brought or not, each party shall bear its own costs and expenses including, but not limited to, court costs and reasonable attorney fees.

2.31 CONTRACT AWARD AND EXECUTION

- A. **Bid or Proposal Opening and Evaluation:** The City will publicly open and announce all bids or proposals it receives by total amount in accordance with the terms of the advertisement. The City will verify all bidders or offerors have properly submitted and executed all required solicitation documents and forms; review all bids or proposals for accuracy; prepare a tabulation of the bids showing the item details and total bid for all responsible bids; check for conformance of all bids or proposals to the engineer's estimate; evaluate unbalanced bid or proposal items; confirm the bid tabulations; and provide a recommendation for award of bid or proposal or recommendation for re-advertisement, if appropriate, to the City Commission.
- B. **Rejection of Bids or Proposals:** The City may reject bids or proposals in the following circumstances:

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1. where the low bid differs from the engineer's estimate by an unreasonable amount (reasonable conformance pursuant to 23 CFR 635.114(c))
2. where obvious unbalancing of unit prices has occurred, or
3. where competition is considered to be inadequate relative to the size, type, and location of the project.

C. Prohibition of Negotiations with Contractors or Bidders or Offerors: Negotiations with contractors are not permitted during the advertisement, award, or execution period of the contracting process.

D. Contract Award and Execution: The City will enter into a contract with the lowest priced and the most responsive and responsible bidder. If the City is unable to come to terms with the lowest priced and the most responsive and responsible bidder, the City shall initiate the award process with the next lower priced most responsive and responsible bidder, and so on, until a contract is executed.

The City is under no obligation to accept any Bid submitted. The City reserves the right in its sole discretion to waive informalities in, or, at any time in the process and to reject any or all Bids at any time.

All costs incurred in the preparation and presentation of any Bid shall be wholly absorbed by the Bidder. All supporting documentation and manuals submitted with any Bid will become the property of the City of Dania Beach unless otherwise requested by the Bidder at the time of submission.

2.32 CONE OF SILENCE

A. Cone of Silence: Definitions: “Cone of Silence,” as used in this solicitation, means a prohibition on any communication regarding a particular Request for Proposal (“RFP”), Request for Qualification (“RFQ”) or Invitation to Bid (“ITB”), between:

1. a potential vendor, service provider, Bidder or Offeror, bidder, lobbyist, or consultant, and;
2. a City Commission member, City’s professional staff including, but not limited to, the City Manager and her staff, or any member of the City’s Selection Committee.

Restriction; Notice: A Cone of Silence shall be imposed upon this solicitation upon the advertisement of the solicitation. At the time of imposition of the Cone of Silence, the City Manager or designee shall provide for public notice of the Cone of Silence by posting a notice at City Hall. The City Manager shall issue a written notice as to the Cone of Silence to the affected departments, file a copy of such notice with the City Clerk, with a copy to each City Commissioner, and shall include in any public solicitation for goods or services a statement disclosing the requirements of this section.

Termination of Cone of Silence: The Cone of Silence shall terminate at the beginning of the City Commission meeting (whether a regular or special meeting) at which the City Manager makes a written recommendation of award to the City Commission. However, if the City Commission refers the City Manager’s recommendation back to the City Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the City Manager makes a subsequent written recommendation.

Exceptions to Applicability: The provisions of this section shall not apply to:

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1. Oral communications at pre-bid or pre-proposal conferences;
2. Oral presentations before the Selection Committee;
3. Public presentations made to the City Commission members during any duly noticed public meeting;
4. Communications in writing at any time with any City employee, unless specifically prohibited by the solicitation. The Bidder or Offeror shall file a copy of any written communication with the City Clerk. The City Clerk shall make copies available to any person upon request;
5. Communications regarding the solicitation between a potential vendor, service provider, Bidder or Offeror, lobbyist or consultant and the City’s Procurement and Contract Services Agent or City employee designated as responsible for administering the procurement process for the solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
6. Communications with the City Attorney and his staff;
7. Duly noticed site visits to determine the competency of a Bidder or Offeror regarding the solicitation during the time period between the opening of Bids or Proposals and the time the City Manager makes a written recommendation;
8. Any emergency procurement of goods or services pursuant to City Code;
9. Responses to the City’s request for clarification or additional information;
10. Contract negotiations during any duly noticed public meeting;
11. Communications to enable City staff to seek and obtain industry comment or perform market research, provided all related communications between a potential vendor, service provider, Bidder or Offeror, lobbyist, or consultant and any member of the City’s professional staff including, but not limited to, the City Manager and his staff are in writing or are made at a duly noticed public meeting.

Penalties: Violation of this section by a particular Bidder or Offeror shall render any solicitation award or contract to the Bidder or Offeror voidable by the City Commission or City Manager. Any person who violates a provision of this section may be prohibited from serving on a City selection or evaluation committee. In addition to any other penalty provided in this solicitation, violation of any provision of this section by a City employee may subject the employee to disciplinary action.

Please contact the City Attorney for any questions concerning “Cone of Silence” compliance.

2.33 ADDITIONAL GENERAL CONDITIONS

- A. **Liquidated Damages:** Liquidated Damages will be assessed as stated in the contract for each non-compliant day that any requirements listed in this section are not met.
1. **Staging of Material in Right-Of- Way:**
Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. Staging area shall be fenced

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and screened from public sight. Contractor shall not store material such as pipes, drainage structures and equipment within a right of way without prior approval by the City. Material shall be properly secured and screened neatly and will not remain on right of way for more than a week. All equipment must be stored in a designated staging area.

2. Site Restoration:

Contractor shall remove all excess material and shall clean up and restore the site to its original condition or better. All damage, as a result of work under this Contract, done to existing structures, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, fences, walls, utility poles, utility pipe lines, conduits, drains, catch basins, flagstones, rocked graveled or stabilized areas or driveways, and including all obstructions not specifically named in this provision, shall be repaired, or replaced, as determined by the Engineer. Site restoration shall be done in a timely manner as the work progresses. Site restoration work shall be completed on private property within 30 days after being disturbed.

3. Access:

As applicable, Contractor shall provide one lane open to through-traffic for each section of construction in each direction at all times unless a complete road closure is required. The Contractor shall make every effort to provide access to driveways at the end of the working day. If a driveway is not accessible, homeowners should have access to a neighboring swale area for temporary parking. When vehicular access to homes is not possible for parking of vehicles, an area for parking shall be provided within one block of the furthest home affected. This condition is to be avoided whenever possible and not last more than three (3) days. Vehicular access must be provided by the end of each business working day. The parking area location shall be coordinated by the Contractor, with the City's approval." In the event that this option is approved by the City, the Contractor shall notify affected residents at least 48 hours in advance.

3. SPECIAL CONDITIONS

3.1 INTERPRETATION AND CLARIFICATION OF BIDDING DOCUMENTS

- A. All questions requiring interpretation or clarification of the bidding documents shall be submitted to the project's Q&A in the portal **by NO VALUE at NO VALUE**. Questions received after this time will not be addressed.
- B. For information pertaining to this ITB, Bidders shall submit questions to the portal. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or Proposal procedures will be transmitted only by written addendum.
- C. Interpretations or modifications of the bidding documents made in any manner other than Addendum or Addenda issued by the City shall not be binding and shall have no effect.
- D. The Bidder, prior to submitting a bid, shall acknowledge any Addendum or Addenda issued by the City for this Project.
- E. Costs for those matters not questioned and not addressed in an Addendum or Addenda, shall be the responsibility of the Bidder, and Bidder shall be responsible to include such costs within the submitted Bid.
- F. **Bidders shall use the Bid Document Forms furnished in the ITB.**
- G. In the event of a mathematical error in the extension of any unit price, or addition of total price, the unit price shall prevail.
- H. **Insurance Coverage:** Bidders who are responding to the Invitation to Bid ("ITB") **MUST** comply with all of the Insurance Requirements specified in the General Terms and Conditions of the Bid Documents and the Agreement upon award to the successful Bidder.

3.2 BID SECURITY

- A. **Bid Security:** N/A

3.3 FLORIDA TRENCH SAFETY ACT

The Bidder shall include with its Bid, when applicable, all documentation required by the Florida "Trench Safety Act", Section 553.63, Florida Statutes. The unit prices and total prices presented in the Bid, and those presented in any subsequent change orders shall include the Bidder's cost for compliance with the applicable trench safety standards.

3.4 QUALIFICATION OF BIDDERS

- A. **Bidders' Qualifications:** The Bidder shall complete the Bidders' Questionnaire Section, along with any other evidence of satisfactory experience and ability to perform the proposed Work. The failure of Bidder to demonstrate successful performance of projects of a similar magnitude, scope and value as this project may be deemed to be grounds for declaring the Bidder to be non-responsible.

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- B. Certified Financial Statement:** If requested by the Owner, the Bidder shall submit a certified financial statement, prepared within thirty (30) days of submission of the bid, indicating current financial resources, liabilities, capital equipment, and financial history performance.
- C. Disqualification:** A Bidder shall be disqualified and its unopened Bid shall be rejected by the City for any one or more of the following reasons:
1. Reason to believe that collusion exists among the Bidders.
 2. The Bidder is or has been involved directly or indirectly in litigation or arbitration against the Owner within the past ten (10) years.
 3. The Bidder has defaulted on any previous contract with the Owner within the past ten (10) years or is in arrears on an existing contract.
 4. The submittal of more than one Bid from an individual, firm, partnership, corporation or association under the same or different names. All such parties shall be disqualified.
 5. Untimely bids shall be automatically and absolutely disqualified and returned unopened. Excuses for the untimely submittal shall not be accepted. The time of bid receipt documented by the City Clerk’s office shall determine the timeliness of the Bid.
- D. Non-responsible Bidder:** A Bidder may be determined by the Owner to be “non-responsible” once Bids are opened, and a Bid may be rejected for any one or more of (but not limited to) the following reasons: Determination of a lack of competency as may be revealed by qualification statements, financial statements, experience records or other information disclosed to Owner by other sources. The Bidder's uncompleted or pending workload on other projects, which in the judgment of the Owner may cause detrimental impact on timely completion of the Work. The appearance of an unbalanced Bid, as determined by the Owner. If the Bidder makes one or more false statements or provides false information in connection with any portion of the bidding documents. If the Bidder fails to demonstrate successful performance and completion of projects of a similar magnitude, scope or value as this project.
- E. Non-responsive Bidder:** A Bidder may be deemed to be non-responsive and a Bid may be rejected for any of, but not limited to, the following reasons:
1. If the Bidder fails to submit a complete Bid, including but not limited to, submitting evidence of all insurance coverages required by the Bid and the Contract Documents.
 2. If the Bidder fails in any way to abide by any of the provisions of the Contract Documents.

3.5 BILLING PROCEDURE

The preferred method for invoices is to send via email to ap@daniabeachfl.gov. A copy may also be mailed to City Hall.

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City of Dania Beach Finance Department
Attn: Accounts Payable
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

with a copy to:

City of Dania Beach Public Services Department
Attn: Fernando Rodriguez
100 West Dania Beach Boulevard
Dania Beach, Florida 33004

The City will pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, and subject to adjustments as provided in the Contract Documents, the amounts equal to the sum of the unit, lump sum price or both established for each separately identified work item, times the estimated quantity of that item, as indicated in the Schedule of Prices.

As provided in the Bid, the quantities entered in the Schedule of Prices for each item of work is an estimate only and the final Contract amount and the total payment made to the Contractor will be based on the actual number of units of each work item incorporated in the Work of the Contract. It is understood that the unit prices quoted or established for work items will be used for computing the amount to be paid to the Contractor, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the Specifications.

4. SCOPE OF WORK

4.1 SCOPE

- A. The City of Dania Beach, Florida (the "City" or "Owner"), is actively seeking bids from qualified Contractors (the "Contractor"), for a project known as **"Pier Elevator Cab Shell Replacement (Re-issue)"**. The City is requesting bids from qualified, licensed contractors to replace the existing cab of the elevator at the Dania Beach Pier located at 300 North Beach Road, Dania Beach, FL 33004. The Bidder shall include all costs associated with the labor, mobilization, expenses, supervision, materials, supplies, permits and licenses required to demolish the existing cab shell and components and for the installation of a new, galvanized cab shell in accordance with state and local building codes. The selected contractor must possess a permit to alter an elevator issued by Broward County. Project work includes, but is not limited to:
- Safe removal of the current elevator cab
 - Protection of existing elevator shaft and surrounding areas
 - Installation of the cab within the existing shaft
 - Proper alignment with the existing elevator system
 - Reconnection of necessary fixtures, including controls, lighting, and safety features
 - Installation must be in compliance with all applicable code requirements
 - All related work necessary to restore the elevator system to proper operation and necessary tests required by the State of Florida, Broward County, the American Society of Mechanical Engineers (ASME) Safety Code for Elevators, and any other authorities having jurisdiction over this work
- B. By submitting a bid, the Bidder acknowledges that he, she, or it is familiar with the scope of services prior to submitting a bid. Failure of a Bidder to be familiar with the requirements of the Project Work does not relieve the Contractor of the responsibility for completion of all required services for the Project.
- C. It shall also be the Bidder's responsibility to visit the proposed Project Site to become thoroughly familiar with the nature and extent of the Work to be performed and all local existing site conditions, and to make his or her own estimate of the facilities and difficulties attending the execution of the Work; no allowance shall be made by the Owner for the Bidder's failure to do so.
- D. Bids will be considered if submitted by qualified Contractors who or which have experience, including similar previous work in the provision of the requested services. Contractors offering full service will receive the highest consideration.
- E. **Applicants should include the following items in the submitted Bid:**

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1. Letter of Transmittal.
2. Anticipated timeline to begin delivery of services.
3. A breakdown of the costs for the delivery of services described above.
4. Résumés of key personnel who will actually be assigned to the Project Work and a description of the role of each person within the company.
5. **NOTE:** The City expects those personnel listed to be those who will be actually performing the Project Work. Substitutions (Contractors only) will be permitted only upon written approval of the City’s representative or designee who is in charge of the Project.
6. A list of five (5) similar projects performed in South Florida (see the [BIDDER SUBMISSIONS](#)) and it includes the following information:
 - a. Name of each entity for which the work was performed;
 - b. Brief description of the scope of work;
 - c. Amount of initial contract award; and
 - d. Name of contact person and contact information with the entity who can knowledgeably discuss your company’s performance.
7. Indication that the Contractor can provide increased levels of service (additional hours) at the same cost per hour; and
8. Any other information that the Contractor feels is relevant to assist the City in evaluating Contractor’s qualifications.
9. The City intends to award an agreement to the lowest, responsive, responsible Bidder for the requested services specified in the ITB, taking into consideration experience, staffing, equipment, materials, references and past performance. The City reserves the right to reject any and all bids, to waive any informality in a bid and to make an award in the best interests of the City. In case of disputes in the award of the agreement, the decision of the City shall be final and binding on both parties.
10. If the Bidder to whom or to which an award is made fails to enter into an agreement, the award may be annulled and the agreement offered to the next most qualified Bidder or to the Bidder which offered the next lowest, responsive and responsible bid in the opinion of the City. **THE CONTRACTOR AND ANY SUBCONTRACTOR(S) SHALL NOT COMMENCE WORK ON THE PROJECT UNTIL AN AGREEMENT HAS BEEN FULLY EXECUTED BY BOTH PARTIES.**

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5. BID FORM

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Permits	1	EA		
2	Demolition	1	EA		
3	Cab Installation, including connection of fixtures, buttons and controls.	1	EA		
TOTAL					

6. BIDDER SUBMISSIONS

1 BIDDER QUALIFICATIONS

Note: Information requested in the ITB and submitted by the Bidders will be analyzed by the City of Dania Beach and will be a factor considered in awarding any resulting contract. The purpose is to ensure that the successful Bidders in the sole opinion of the City of Dania Beach can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject contract. If there are any terms or conditions that are in conflict, the most stringent requirement shall apply.

1.1 Authorized representative contact information?*

Please include the name, title, phone and email of the authorized representative

***Response required**

1.2 Entity type?*

- ☐ Corporation
- ☐ Partnership
- ☐ Individual
- ☐ Other (specify below)

***Response required**

1.3 If you selected other please specify:

1.4 If you selected corporation please enter date of incorporation and state in which incorporated:

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

☐ Please confirm

1.6 Please include the name and title of Principal Officers and the date they were elected:*

***Response required**

1.7 How many years has your organization been in business?*

Enter years

***Response required**

1.8 The length of time (continuous) in business in Florida:*

Enter years

***Response required**

1.9 Please upload a copy of a county or municipal Business Tax Receipt*

***Response required**

1.10 Please upload the Resumes of key personnel who will be assigned to Project Work and a description of the role of each person within the company*

***Response required**

1.11 Have you ever failed to complete any work awarded to you?*

☐ Yes

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☐ No

*Response required

When equals "Yes"

1.11.1 If yes, please explain below*

*Response required

1.12 Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete an Agreement?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.12.1 If yes, please explain below*

*Response required

1.13 Within the last five years, have you ever had a performance, payment or bid bond called?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.13.1 If yes, please explain below*

*Response required

1.14 Have you, any officer or partner of your organization, or the organization been involved in any litigation or arbitration against the City?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.14.1 If yes, please explain below*

*Response required

1.15 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any other Florida public entity?*

☐ Yes

☐ No

*Response required

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When equals "Yes"

1.15.1 If yes, please explain below*

*Response required

1.16 Within the last five years, have you, any officer or partner of your organization, or the organization or parent company or its subsidiaries been involved in any litigation or arbitration against any private entity for an amount greater than \$100,000?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.16.1 If yes, please explain below*

*Response required

1.17 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been charged or indicted for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.17.1 If yes, please explain below*

*Response required

1.18 Has your organization or any of its partners, officers, or key personnel, or its subsidiaries or parent company been convicted or fined for any criminal activity within the last five years?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.18.1 If yes, please explain below*

*Response required

1.19 Within the last five years, have you, any officer or partner of your organization, or the organization been investigated by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office?*

☐ Yes

☐ No

*Response required

When equals "Yes"

Pier Elevator Cab Shell Replacement (Re-issue)
Invitation To Bid ("ITB") No. 25-010

1.19.1 If yes, please explain below*

*Response required

1.20 Within the last five years, have you, any officer or partner of your organization, or the organization communicated with any local, state, or federal law enforcement agency, criminal justice agency or inspector general office relating to goods or services provided or performed for any governmental entity?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.20.1 If yes, please explain below*

*Response required

1.21 Within the last five years, have there been any reports or audits relating to you, any officer or partner of your organization, or the organization issued by any local, state, or federal law enforcement agency, criminal justice agency or inspector general office.*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.21.1 If yes, please explain below*

*Response required

1.22 Within the last five years, have you, any officer or partner of your organization, or the organization failed to disclose or made misrepresentations to any governmental entity regarding conflicts of interest or potential or apparent conflicts of interest?*

☐ Yes

☐ No

*Response required

When equals "Yes"

1.22.1 If yes, please explain below*

*Response required

2 Commercial/Government References

Provide a list of at least five commercial or government references that the successful Bidder has supplied service/commodities meeting the requirements of the City of Dania Beach specifications, within the last five (5) years

2.1 Reference 1*

Please include:

**Pier Elevator Cab Shell Replacement (Re-issue)
Invitation To Bid (“ITB”) No. 25-010**

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.2 Reference 2*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.3 Reference 3*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

2.4 Reference 4*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

**Pier Elevator Cab Shell Replacement (Re-issue)
Invitation To Bid ("ITB") No. 25-010**

2.5 Reference 5*

Please include:

Project Title

Address

Owner & Owner's Telephone Number

Contract Value

Percent Complete and Completion Date

*Response required

3 BIDDER'S QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers contained below:

3.1 List below all pertinent information and data that would indicate the ability of your organization and management personnel to perform satisfactorily.*

*Response required

3.2 Have you personally completed a plan for performance of the work?*

*Response required

3.3 Have you ever failed to complete work awarded to you?*

☐ Yes

☐ No

*Response required

When equals "Yes"

3.3.1 If so, when, where and why?*

*Response required

3.4 What equipment do you own that is available for work?

3.5 Has your company ever been debarred or held in default in Broward, Miami-Dade, or Palm Beach Counties or elsewhere by any other governmental entity?*

*Response required

3.6 How many employees (Contractors only) will be assigned to perform the services?*

*Response required

3.7 How many supervisors will be assigned to perform the services?*

*Response required

3.8 Will personnel be part of a regular crew assigned to perform the services? *

☐ Yes

☐ No

*Response required

Pier Elevator Cab Shell Replacement (Re-issue)
Invitation To Bid ("ITB") No. 25-010

3.9 Will you be able to provide service for emergency situations? *

☐ Yes

☐ No

*Response required

When equals "Yes"

3.9.1 If so, how much notice is required?*

*Response required

3.10 What equipment do you own that is available to complete the Project?*

**EVERY PIECE OF EQUIPMENT MUST HAVE ORIGINAL FACTORY GUARDS AND SHIELDS
INSTALLED AND FUNCTIONING AT THE TIME OF WORK.**

*Response required

3.11 Please attach copies of any licenses, awards, certificates, etc., that you may have.

4 REQUIRED FORMS

4.1 DRUG-FREE WORKPLACE CERTIFICATION*

Whenever two (2) or more bids/Bids, which are equal with respect to price, quality, and service, are received by the CITY OF DANIA BEACH for the procurement of commodities or contractual services, a bid/Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of controlled substances is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- B. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- D. In the statement specified in number (1), notify the employees that as a condition for working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction on or plea of guilty or no contest to any violation of Chapter 893, Florida Statutes or of any controlled substance law of the United States or any singular state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

Pier Elevator Cab Shell Replacement (Re-issue)
Invitation To Bid (“ITB”) No. 25-010

By confirming I certify that said Company has implemented a drug-free workplace program, which meets the requirements of Section 287.087, Florida Statutes, which are identified in letters (A) through (F) above.

☐ Please confirm

*Response required

4.2 Affidavit of Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete and have notarized. An online notarization option will be provided for you when responding.

- [Anti-Human Trafficking Exhi...](#)

*Response required

4.3 Sworn Statement Under 287.133 3A Florida Statutes Public Entity Crimes*

Please download the below documents, complete, and upload.

- [Public Entity Crimes Statem...](#)

*Response required

4.4 Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- [Non_Collusion_Affidavit.pdf](#)

*Response required

4.5 Independence Affidavit*

Please download the below documents, complete, and upload.

CITY OF DANIA BEACH, FLORIDA



Pier Elevator Cab Shell Replacement Re-issue

CITY INVITATION TO BID (“ITB.”) NO. 25-010

Prepared by:

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

March 26, 2025

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“Pier Elevator Cab Shell Replacement Re-issue”
ITB 25-010**

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

1. The **Pre-Bid** Date has been **changed to 11:00 a.m. on April 1, 2025**. The location remains the same. Dania Beach Pier, 300 North Beach Road, Dania Beach, FL 33004

CITY OF DANIA BEACH, FLORIDA



Pier Elevator Cab Shell Replacement Re-issue

CITY INVITATION TO BID (“ITB.”) NO. 25-010

Prepared by:

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

Addendum 2

March 31, 2025

CITY OF DANIA BEACH, FLORIDA

**INVITATION TO BID FOR
“Pier Elevator Cab Shell Replacement Re-issue”
ITB 25-010**

Addendum 2

1. The **Pre-Bid** Date has been **changed to 10:00 a.m. on April 1, 2025**. The location remains the same. Dania Beach Pier, 300 North Beach Road, Dania Beach, FL 33004

TO ALL BIDDERS: PLEASE TAKE NOTE OF THE FOLLOWING REVISIONS, ADDITIONS, DELETIONS, CLARIFICATIONS, ETC. RELATIVE TO SOLICITATION, WHICH IN ACCORDANCE WITH THE CONTRACT DOCUMENTS SHALL BECOME A OF AND HAVE PRECEDENCE OVER ANYTHING SHOWN OR DESCRIBED OTHERWISE.

EXHIBIT "C"

INSURANCE REQUIREMENTS

- A. **Insurance Required Before Commencement of Work:** The Contractor shall not commence Work under the Agreement until Contractor has obtained all insurance required under this Section, and not until such time that the coverages are approved by the Risk Manager of the City. The Contractor shall not allow any employee of Contractor or any Subcontractor to commence Work on any subcontract until the Subcontractor and all Coverages required of any Subcontractor have been obtained and approved by the Risk Manager of the City. In addition, Contractor shall be responsible for any and all policy deductibles and self-insured retentions.
- B. **Insurance Requirements:** Coverages shall be in force until all Work required to be performed under the terms of the Agreement, including any applicable warranty period, is satisfactorily completed as evidenced by the formal written acceptance by the City. In the event insurance certificates provided to City indicate that the insurance shall terminate and lapse during the period of the Agreement, including any applicable warranty period, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverages for the balance of the period of the Agreement, including any extension of it, and including any applicable warranty period, is in effect. **THE CONTRACTOR AND ANY SUBCONTRACTOR SHALL NOT PERFORM OR CONTINUE WORK PURSUANT TO THE AGREEMENT, UNLESS ALL COVERAGES REMAIN IN FULL FORCE AND EFFECT. ANY DELAY IN THE WORK CAUSED BY A LAPSE IN COVERAGE SHALL BE NON-EXCUSABLE, SHALL NOT BE GROUNDS FOR A TIME EXTENSION, AND WILL BE SUBJECT TO ANY OTHER APPLICABLE PROVISIONS DESCRIBED IN THE AGREEMENT OR ELSEWHERE IN THE SOLICITATION DOCUMENTS CONCERNING CONTRACTOR DELAY.**
- C. **Required Minimum Coverages:** The below coverages are minimum limit requirements. Umbrella or Excess Liability policies are acceptable to provide the total required liability limits, as long as the Risk Manager of the City reviews and approves in writing the insurance limits on each of the policies. The City must approve any changes to these specifications and has the right to review and amend coverage requirements. The CONTRACTOR shall be held responsible for any modifications, deviations, or omissions in these insurance requirements. CONTRACTOR shall be responsible for any deductible amounts.

- D. **GENERAL LIABILITY INSURANCE** is to include bodily injury, broad form property damage, products/completed operations, blanket contractual liability, and personal/advertising injury with limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) annual aggregate.
- E. **SPECIAL PROVISIONS AS TO GENERAL LIABILITY INSURANCE (to be confirmed on or attached to the Official Certificate of Insurance):**
1. Annual Aggregate shall apply "Per Job";
 2. "The City of Dania Beach, Florida" is added as a named "Additional Insured";
 3. Additional Insured status is included for Products completed operations coverage for a period of no less than five (5) years following the completion of the Work or Project;
 4. Additional insured coverage shall be no more restrictive than Insurance Services Office (ISO) form CG 2037 (07 04);
 5. Contractor's insurance shall be primary and non-contributory;
 6. Waiver of Subrogation in favor of the City;
 7. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
 8. Copy of Additional Insured Endorsement or other endorsements may be attached to the Certificate.
- F. **WORKERS' COMPENSATION INSURANCE** must be provided for all persons fulfilling this agreement whether employed, contracted, temporary, or subcontracted for the life of the agreement, including any applicable warranty period(s), and it is to apply to all "statutory employees" of Contractor (as that phrase is defined by Chapter 440, Florida Statutes), in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws, for the benefit of the Contractor, its employees, and Subcontractors.
- G. In the case any work is sublet as otherwise addressed in the Agreement or Solicitation Documents, the Contractor shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all of the latter's employees, in addition to any coverage afforded by the Contractor, by furnishing Statutory Limits Part A, and no less than One Million Dollars (\$1,000,000.00) Employers' Liability Limits Part B.

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

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

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

1. 30 Days' Notice of Cancellation or Modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
2. Waiver of Subrogation.

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

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

1. "The City of Dania Beach" is added as a named "Additional Insured";
2. 30 Days' Notice of Cancellation or modification to City (if not available on the insurance policies, then Contractor has responsibility for notification); and
3. Waiver of Subrogation.



City of Dania Beach Community Development Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: **TX-044-24** The property owner, Braha Dania, LLC, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) modifying the existing East Dania Beach Boulevard Mixed-Use (EDBB-MU) building height graphic allowing greater height for the property located at 225-255 East Dania Beach Boulevard (FIRST READING).

Request:

Text Amendment to increase allowable building height for one property located in the EDBB-MU zoning district by amendment the building height graphic.

Background:

On March 12, 2024, the City Commission eliminated the use of incentives in the City's form-based zoning districts in order to reduce the size and intensity of new development coming to the City. This resulted in reducing the over all allowable building height in the EDBB-MU zoning district from fourteen (14) stories with incentives to seven (7) stories. The allowable building height of the subject property changed from four (4) stories with incentives to four (4) stories by right.

Request

The applicant is requesting to increase the allowed building height of his client's property, located at 225-255 East Dania Beach Boulevard from four (4) stories to seven (7) stories. The property is unique in the EDBB-MU zoning district because it is a three and a quarter (3.25) acre, fully assembled property. Greater height is reasonable at this location for several reasons.

First, the property is encumbered with four (4) street frontages. The form-based code found throughout the Regional Activity Center requires the ground floor of street frontages to be activated to create a vibrant urban experience. Designing a site with no back of house is difficult when considering activities such as parking, loading and garbage collection.

Secondly, the height transition regulations from residential zoning districts identified in Section 304-20 of the City's LDC will be applied to the north portion of the site, where the property is adjacent to single family and duplex homes. This existing height transition requirement will

ensure a lower building height will be maintained across the street from this established neighborhood. This regulation allows a building height to increase the further away from low scale residential homes the building is placed, resulting in a tiered effect. In this case, the applicant and architect are proposing townhomes along the north property line.

Finally, allowing a seven (7) story building height at this location, a three and a quarter (3.25) acre parcel, will encourage reinvestment and redevelopment of the site. Redevelopment of this property will build upon the investment recently made by the adjacent Dania Beach Entertainment Center (casino), as well as new residential projects in the surrounding area, and encourage further interest in the area.

It is important to note that the request is not to increasing the maximum height allowed in the zoning district, only to change where the maximum allowable height can be located within the EDBB-MU zoning district. Further, the applicant is also not asking for an increase in the allowable density.

This application requires the Planning & Zoning Board to make a recommendation to the City Commission. This application will then require two (2) readings at the City Commission.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On April 16, 2024 the Planning and Zoning Board recommended approval of this text amendment.

Staff Recommendation

The Planning and Zoning Board to recommend approval of the text amendment.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”, AT PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1 ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, AMENDING SECTION 303-60, ENTITLED “EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT”, BY AMENDING PARAGRAPH (O), DELETING THE EXISTING MAXIMUM HEIGHT MAP AND SUBSTITUTING A REVISED MAXIMUM HEIGHT MAP ALLOWING SEVEN STORIES AT THE PROPERTY LOCATED AT 225-255 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 12, 2024, the City Commission of the City of Dania Beach, Florida (“City Commission”) adopted Ordinance No. 2024-021, which modified and amended the CRA Form Based Zoning Districts; and

WHEREAS, Section 303-60, entitled “EDBB-MU, East Dania Beach Boulevard Mixed-use District”, Paragraph (O) Height, includes a Maximum Height Map; and

WHEREAS, the City Commission desires to modify the existing Maximum Height Map in Section 303-60, Paragraph (O) Height, by substituting a revised Maximum Height Map; and

WHEREAS, the City Commission finds that the approval of the rezoning text amendment is reasonably related to the health, safety, and general welfare of the residents of the City, and furthers the purpose, goals, objectives and policies of the City of Dania Beach Comprehensive Plan (“Comprehensive Plan”).

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

Section 1. That the above “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. That Chapter 28, entitled “Land Development Code”, at Part 3, “Special Zoning Districts”, at Subpart 1, “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Section 303-60, entitled “EDBB-MU, East Dania Beach Boulevard Mixed-Use District” Paragraph (O) Height, is amended as follows:

Section 3. Sec. 303-60. - EDBB-MU, East Dania Beach Boulevard Mixed-Use District.

* * *

(O) *Height*. Maximum height, "K", is seven (7) stories. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts, and a fixed height limit of four (4) stories within one hundred (100) feet from the EDBB. Allowable height increases at a rate of one (1) foot per one (1) foot of horizontal distance from an adjacent residential zoning district boundary. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings shown outside the district boundary on the height map is for informational purposes.

	Minimum upper story recess "j"	Height before required recess "L"
Street setback	20' on corner side at secondary streets	3 stories



Section 4. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 5. It is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word “ordinance” may be changed to “section,” “article,” or other appropriate word.

Section 6. That this Ordinance shall be effective 10 days after passage on second reading.

PASSED on first reading on _____, 2025.

PASSED AND ADOPTED on second reading on _____ 2025.

First Reading:

Motion by: _____

Second by: _____

Second Reading:

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION: Unanimous _____

	Yes	No
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Commissioner Lori Lewellen	_____	_____
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Commissioner Luis Rimoli	_____	_____
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Commissioner Archibald J. Ryan IV	_____	_____
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Vice Mayor Marco Salvino	_____	_____
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Mayor Joyce L. Davis	_____	_____
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SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



Hector Hocsman, B.Arch, MBA RE, ARCHITECT- FL AR96143

EMAIL- URBANICAINC@GMAIL.com
WWW.URBANICAINC.COM

T.+81-90-2286-2412

C.+1-305-614-6301

Portfolio

Date: **APRIL 3, 2025**

Owner: **BRAHA DANIA LLC**

New Project / Property Address: **225-255 EAST DANIA BEACH BLVD. DANIA BEACH, FL**

TEXT AMMENDMENT JUSTIFICATION

Dear Sir / Madam,

A. The Property

The building Site ("Property") is in a unique location along the north side of East Dania Beach Blvd, consisting of 3.26 net acres (4.80 gross acres), and is comprised of an entire block just west of, and contiguous to, The Casino @ Dania Beach. The Property has significant frontage along East Dania Beach Blvd., specifically, 561.75 Ft and has a maximum depth of 256.13 Ft. to the north.

The Property is zoned EDBB-MU (Mix-Use District), and the existing development consists of one commercial building totaling 65,374 SF used as a bank by Citibank and office space for Cruise.com. As such, the Property is significantly underutilized, particularly in light of the City's goals and objectives established through the CRA criteria for design and redevelopment. While currently zoned EDBB-MU, the current height limitation for the Property is four (4) stories, which frustrates creative redevelopment consistent with the overall City objectives along East Dania Beach Blvd. Thus, this request to amend the EDBB-MU height limitation map to permit seven (7) stories on the Property, as well as utilizing its full potential FAR. It should be noted that prior to the adoption of Ordinance No. 2024-21, the EDBB-MU District permitted a FAR of 8.0, which would have permitted up to 1.15 million SF. Upon adoption of this text amendment permitting seven (7) stories, development will be limited to a FAR of 2.41, a significant downzoning.

B. The Proposed Development

Along the East Dania Beach Blvd. frontage (South Side) the project ("Project") will be comprised of the following:

Three (3) separate seven (7) Story (81 Ft) Mid-Rise buildings, each sitting on top of a Commercial Unified structure that will accommodate a Parking Structure in the second layer according to EDBB-MU.

Facing N.E., 1 Terrace (North Side) the Project will be comprised of 18 residential town homes with a maximum height of 2 Story (25 Ft.) allowing for a natural continuity of the use with the existing residential neighborhood to the north.

Additionally, along the East Dania Beach Blvd. frontage (South Side) the pedestrian level of the Project (Max. 25 Ft Height per EDBB-MU) will consist of a continuous Commercial Use to be comprised of new retail/restaurant uses and is designed for continued use of the existing Citibank. In addition, there is a pedestrian colonnade implementing the RAC design to be provided.

C. Code Compliance

Sec 303-60 EDBB-MU DISTRICT

According to the EDBB-MU District, the District encourages medium to high intensity redevelopment of the corridor with a mix of retail, office, residential, and lodging uses with a design emphasis on pedestrian street life in a manner that supports public transit and creates interest in fostering investment in the immediate neighborhood. This concept is achieved by development of a mix of residential and commercial uses along the corridor, built close to the street with parking facilities behind buildings, thereby implementing the RAC objectives.

D. Height Restrictions

The EDBB-MU existing Height Restriction Map for the Property is currently four (4) Story, while the EDBB-MU Height Restriction Map allows for a seven (7) Story maximum height in certain areas. In order to allow for future maximum redevelopment of the Property while limited to a four (4) story height, we believe the design for the building footprint will result in a configuration inconsistent with the City objectives of a pedestrian corridor along East Dania Beach Blvd, heading west to U.S. 1. Any such four (4) story site plan would also result in one massive building with parking in the middle, and effectively eliminate the town home "step-down" on the north side of the Property, thereby reducing security and compatibility.

The Property, as described, above, consists of a relatively large redevelopment site, as it comprises an entire block along this significant East Dania Beach Blvd. corridor, with a total area of 3.26 net acres and 4.8 gross acres, uniquely situated adjacent to The Casino @ Dania Beach.

Consistent with the RAC/CRA plan/objectives of the urban form standards, the redevelopment of the Property best conforms to the City objectives of protecting the residential properties to the north by designing the Project to be developed with 18 town homes (25' height), thereby creating a "step-down" from redevelopment of seven (7) stories along the East Dania Beach Blvd. frontage. The proposed amendment to increase the height along the south side East Dania Beach Blvd. frontage provides for creativity and flexibility in the overall redevelopment of the Property. In addition, we are delivering a community entertainment deck with a maximum 25 Ft in height, matching the Townhomes in height and providing a vast Landscape area exceeding the percentage of Landscape cover above the minimum required by Code on the ground floor.

E. Community Redevelopment Plan Update, Dania Beach CRA January 2023 approved on March 14 2023,

The CRA will encourage active ground-floor uses in the downtown district, and that architectural excellence and detail be incorporated at the lower levels to enhance the pedestrian experience.

A sample of ongoing developments within the CRA is discussed in this section consisting of 7 story structures built in proximity to the street:

- ♦ _A six-story headquarters office (180,000 square feet)
- ♦ _A seven-story parking garage (998 spaces)
- ♦ _A seven-story residential development (200 units)
- ♦ _A separate residential parking garage (297 spaces)

Along the EDBB-MU District, heading west from the Property, there are several new developments built (one of them 180 East Dania Beach Blvd) consisting of 8 story building height adjacent to the street sidewalk line).

As the Property is surrounded on all sides within the same Zoning District, EDBB- MU, our request for a seven (7) Story height increase along A1A is intended to move the redevelopment toward the East Dania Beach Blvd pedestrian-friendly active street corridor, thereby reducing the activity toward the back (North Side) of the property which currently borders residential homes. The site plan layout enables the redevelopment of the Property consistent with the City's objectives, while protecting the residences from the density and the height with the 18 Town Homes.

In summary, In order to achieve the design objectives for the Project, we are concentrating our density toward the East Dania Beach Blvd. portion (South Side) of the Property. This design is only achievable if we increase the height of the building to seven (7) stories. Absent the additional height, the redevelopment of the Property with the current height limitation of four (4) stories will result in a 4 story building along NE 1st Terrace (North Side), which is currently allowed at this location.

We strongly believe that a Good Design practice is beneficial for the City, its residents and visitors alike, and will be a catalyst for future development.

Thank you in advance for your consideration of our request.

Signed

Date 04/3/2025

Mr. Hector Hocsman
Architect AR 96143



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:** Zoning Code Text Amendment (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.

RECEIVED
Date Rec'd: **OCT 16 2024**
Petition No.: **TX-044-24**

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: 225-255 E. Dania Beach Blvd., Dania Beach, FL 33004

Lot(s): 1 to 12 Block: 1 Subdivision: Dania Beach Country Club Estates

Recorded Plat Name: Book 32, Page 23, Broward County, Florida

Folio Number(s): 504234290020 Legal Description: Dania Country Club Estates 32-23B, Lots 1 thru 1, 12, Less W134

~~Applicant~~ Hector Hocsmann, Urbanica Inc., and Edwin J. Stacker, Shutts & Bowen LLP
Applicant/Consultant/Legal Representative (circle one)

Address of Applicant: 201 East Las Olas Blvd., Suite 2200, Fort Lauderdale, FL 33301

Business Telephone: 954-524-5505 Home: 954-980-8116 Fax: _____

E-mail address: Urbanicainc@gmail.com and EStacker@shutts.com

Name of Property Owner: Braha Dania LLC

Address of Property Owner: 10 W. 33rd Street, Suite 200, New York, NY 10001

Business Telephone: 212-714-1800 Home: 917-584-7001 Fax: _____

Explanation of Request: Text Amendment to EDBB-MU Map to permit 7 stories on the entire parcel
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: 3.25 Gross Acreage: 4.80 Prop. Square Footage: 320,823

Existing Use: Commercial Proposed Use: Mix-Use (Commercial, Residential)

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 Hector Hocsmann and Edwin J. Stacker (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 NEW YORK
COUNTY OF New York
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

BEFORE ME THIS 20th DAY OF September, 2024

By:

Eliyohu Wiesner
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of New York)

ELIYOHU WIESNER
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01WI6438865
Qualified in New York County
My Commission Expires August 22, 2026

Personally known X or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 Cost Recovery Fee: \$10,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) Cost Recovery= \$10,000.00 Fire Plan Review Fee: \$1,120.00 Minimum fee: \$14,120.00 <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 Cost Recovery Fee: \$10,000.00 <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, May 13, 2025

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE : City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-044-24:** The property owner, Braha Dania, LLC, is requesting a text amendment to the City's Code of Ordinances, Land Development Code (LDC) modifying the existing East Dania Beach Boulevard Mixed-Use (EDBB-MU) building height graphic allowing greater height for the property located at 225-255 East Dania Beach Boulevard. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE", AT PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUBPART 1 ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", AMENDING SECTION 303-60, ENTITLED "EDBB-MU, EAST DANIA BEACH BOULEVARD MIXED-USE DISTRICT", BY AMENDING PARAGRAPH (O), DELETING THE EXISTING MAXIMUM HEIGHT MAP AND SUBSTITUTING A REVISED MAXIMUM HEIGHT MAP ALLOWING SEVEN STORIES AT THE PROPERTY LOCATED AT 225-255 EAST DANIA BEACH BOULEVARD; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Applicant: Braha Dania, LLC.

Application Site: City Wide

Request: Text Amendment to create a new zoning district within the City's Code of Ordinances, Land Development Code (LDC),

Hearing Date & Time: May 13, 2025 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, Deputy Director, 954-924-6805 Ext. 3704



City of Dania Beach Community Development Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-048-24: The applicant, Greenspoon Marder, LLP, is requesting to create a new zoning district within the City's Code of Ordinances, Land Development Code (LDC), establishing Gateway Mixed-Use II zoning district (First Reading).

Request:

Amend the City's Land Development Code to establish a new zoning district entitled Gateway Mixed-Use II.

Background:

On March 12, 2024, the City Commission eliminated the use of incentives in the City's form-based zoning districts in order to reduce the size and intensity of new development coming to the City. This change was the result of concerns raised by residents regarding building height, density and impacts affecting the community as a result of the developer's use of incentives which intensify development project. These impacts include the introduction of a new urban, built environment as a result of increased building height, integration of more intense development adjacent to existing neighborhoods, and increased traffic congestion on local roads.

The elimination of incentives resulted in reducing the allowable building height from fourteen (14) stories (with incentives) to seven (7) stories and reducing the allowed density from one hundred (100) dwelling units per acre (with incentives) to fifty (50) dwelling units per acre in the Gateway Mixed-Use zoning district.

Request

The applicant is requested to create a new zoning district entitled Gateway Mixed-Use II which will allow eight (8) stories in height and 85 dwelling units per acre. As part of this Amendment, the proposed will require any new development in this newly created zoning district to provide all of the following:

- Sustainable Building Practices
- Provide Public Parks
- Payment in lieu of Public Parking

The current height and density allowed in the Gateway Mixed-Use zoning district is identified in the table below, along with the height and density proposed for the newly created Gateway Mixed-Use II zoning district.

REGULATION	GTWY-MU District (existing)	GTWY-MU II District (proposed)
DENSITY	50 du/ac	85 du/ac
HEIGHT	7-stories	8-stories

COMPREHENSIVE PLAN

This new zoning district is identified to only be implemented on properties currently located within the existing Gateway Mixed-Use district which is located in the Regional Activity Center. The applicant indicated that their Text Amendment application “ensures a harmonious integration of new projects with the existing development patterns.”

In addition to this Text Amendment to create a new zoning district, the applicant has also submitted a Rezoning and Site Plan application for development of property consistent with the proposed regulations. These applications will be brought to a later public hearing.

If this new zoning district fails to receive approval the applicant would have to modify their proposed site plan in order to comply with the current zoning regulations as identified in the table above.

This application requires the Planning & Zoning Board to make a recommendation to the City Commission. This application will then require two (2) readings at the City Commission.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On March 19, 2024, the Planning and Zoning Board recommended denial of the requested text amendment by a 3-1 vote (Roberson – yes, Granett – yes, Wright – yes, and De La Salas – no).

Staff Recommendation

The Community Development Department recommends the City Commission approve the text amendment on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE”; AT PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”, SUBPART 1 ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS” TO CREATE THE BEACH GATEWAY MIXED USE II DISTRICT (GTWY-MU-II) AT SECTION 303-75, ENTITLED “GTWY-MU-II, BEACH GATEWAY MIXED-USE II DISTRICT”; ALSO TO PROVIDE FOR THE FOLLOWING REVISIONS: AMENDING ARTICLE 300 ENTITLED “HOW TO USE”, SECTION 300-70, ENTITLED “COMMONLY USED ABBREVIATIONS”; AMENDING ARTICLE 302 ENTITLED “DETAILED USE REGULATIONS”, SECTION 302-10, ENTITLED “PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES”; AT SECTION 302-40, ENTITLED “MIXING OF USES”; AMENDING ARTICLE 304 ENTITLED “BUILDING HEIGHT AND TRANSITION REGULATIONS”, AT “SECTION 304-10, ENTITLED “GENERALLY”; AMENDING ARTICLE 307 ENTITLED “LANDSCAPING REGULATIONS”, AT SECTION 307-10, ENTITLED “ON-SITE LANDSCAPING REQUIREMENTS”; AMENDING PART 1 “USE REGULATIONS”, ARTICLE 100 ENTITLED “GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS”, AT SECTION 100-60 ENTITLED “ESTABLISHMENT OF ZONING DISTRICTS”; AMENDING ARTICLE 105 ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-170 ENTITLED “COMMUNITY RESIDENTIAL HOMES AND RESIDENTIAL CARE FACILITIES”; AMENDING ARTICLE 110 ENTITLED “USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS “, AT SECTION 110-20 ENTITLED “LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES”; AMENDING AT PART 2, “SITE DEVELOPMENT REGULATIONS”, ARTICLE 200 ENTITLED “USER GUIDE FOR PART 2 OF THE CODE”, AT SECTION 200-40 ENTITLED “HOW PART 2 OF THIS CODE RELATES TO THE CRA FORM-BASED AND PMUD REGULATIONS”; AMENDING ARTICLE 265 ENTITLED “OFF-STREET PARKING REQUIREMENTS”, AT SECTION 265-91 ENTITLED “PARKING REDUCTIONS FOR TRANSPORTATION DEMAND MANAGEMENT STRATEGY IMPLEMENTATION WITHIN THE CRA FORM-BASED DISTRICTS”; AMENDING ARTICLE 275 ENTITLED “LANDSCAPING REQUIREMENTS”, AT SECTION 275-170 ENTITLED “LANDSCAPE REQUIREMENTS FOR SCREENING”; AMENDING PART 5 “SIGNAGE AND DESIGN REGULATIONS”, ARTICLE 505 ENTITLED “SIGN REGULATIONS”, AT SECTION 505-20 ENTITLED “DEFINITIONS”; AMENDING SECTION 505-90 ENTITLED “SIGNAGE REGULATIONS FOR MIXED USE CRA FORM BASED ZONING DISTRICTS”; AMENDING SECTION 505-210 ENTITLED “COMMUNITY REDEVELOPMENT AREA DESIGN INCENTIVES”; AND AMENDING PART 7, ENTITLED “ CODE ADMINISTRATION”, ARTICLE 700 ENTITLED “CODE ADMINISTRATION AND LEGAL PROVISIONS”, SECTION 725-30 ENTITLED “TERMS DEFINED”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida (“City”) wishes to create a new zoning district and add regulatory requirements to the City’s Land Development Code

relating to CRA Form Based Zoning District for the new Beach Gateway Mixed Use II zoning district; and

WHEREAS, the City Commission finds that the regulations hereinafter set forth are reasonably related to the health, safety, and general welfare of the citizens, property owners and invitees of the City.

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

Section 1. The preceding “WHEREAS” clauses are ratified and incorporated as a record of the legislative intent of this Ordinance.

Section 2. That Chapter 28 entitled the “Land Development Code”; Part 3, “Special Zoning Districts,” Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 303, entitled “District Development Standards”, creating Section 303-75, entitled “GTWY-MU-II, Beach Gateway Mixed-Use II District” as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3. SPECIAL ZONING DISTRICTS

* * *

SUBPART 1. COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 303 – DISTRICT DEVELOPMENT STANDARDS

* * *

Sec. 303-75. GTWY-MU-II, Beach Gateway Mixed-Use II District.

(A) Intent and purpose. To capitalize on the proximity of conservation areas, waterways and the beach, by preserving additional land, thus enhancing the area's assets, by differentiating this district from the GTWY-MU mixed-use district, and by allowing appropriate building height to allow for reduction in footprint and developed land area. This will be accomplished by allowing relatively tall buildings built relatively close to the street, while providing greater setback and landscaping between the building and street than in the East Dania Beach Boulevard mixed-use district.

(1) Eligibility. Only parcels that are zoned Beach Gateway Mixed-Use shall be eligible for rezoning to the Beach Gateway Mixed-Use II district.

Figure 303-22-1 GTWY-MU-II district map.

****PLACEHOLDER FOR MAP ONCE A REZONING OCCURS****

(B) Density: max. 85 du/ac.

(C) Reserved.

(D) Generalized permitted uses (see article 302 for specific uses and conditions of use):

<u>Uses</u>	
<u>Residential Single-Family</u>	
<u>Residential Multifamily</u>	✓
<u>Commercial (Mixed-Use Compatible)</u>	✓
<u>General Commercial</u>	✓
<u>Restricted Commercial</u>	
<u>Entertainment</u>	✓
<u>Lodging</u>	✓
<u>Civic and institutional</u>	✓

✓ - Permitted use

(E) Pervious landscaped lot area. Twenty-five (25) percent.

(F) Sustainable building requirements. See article 305.

(G) Parking. See article 306. Structured parking is not permitted in the first layer.

(H) Landscaping. See article 307.

(I) Signage. See article 308.

(J) Additional development standards. See article 309.

(K) Architectural and design standards. See article 525.

(L) Building placement standards.

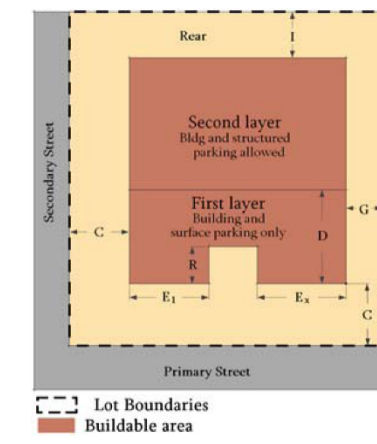
<u>Diagram Key</u>	<u>Building Placement Requirements (In Feet)</u>	<u>Street Type</u>	
		<u>Primary</u>	<u>Secondary</u>

"C"	<u>Street setback</u>	<u>Other structures</u>	<u>30' min.</u>	<u>10' min.</u>
"G"	<u>Interior side setback (minimum)</u>		<u>10' except 15' abutting residential</u>	
"I"	<u>Rear setback (minimum)</u>		<u>25'</u>	

(M) Building frontage standards.

<u>Diagram Key</u>	<u>Standard</u>	<u>All Streets</u>
"D"	<u>Depth of 1st layer</u>	<u>N/A</u>
"E ₁ + .. + E _x "	<u>% of lot width that façade must be built on BTL</u>	<u>N/A</u>
"R"	<u>Max. recess from BTL</u>	<u>N/A</u>

Figure 303-22-2

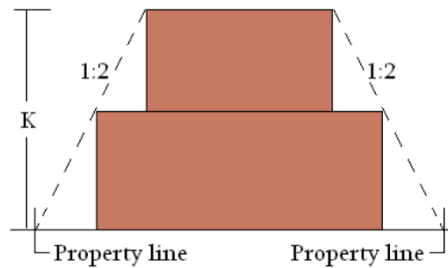


(N) Allowable building and frontage types. Building form is not regulated through building or frontage types in this district.

(O) Minimum lot width. One hundred (100) feet.

(P) Minimum lot depth. One hundred (100) feet.

Figure 303-22-3



(Q) Maximum building height. Two (2) feet for each one (1) foot of horizontal distance from street lines and property lines, not to exceed eight (8) stories. The maximum allowable height in this district is based upon proximity to adjacent residential zoning districts and district streets. Therefore, allowable height within one (1) portion of a property might be different than that permitted on another portion. Buildings must be designed accordingly. The allowable height of buildings just outside of the district boundary is shown on the height map for information purposes.

(R) Required Amenities. The following amenities are required.

- Sustainable Building Practices
- Payment in Lieu of Public Parking
- Provide Public Parks

(1) Sustainable Building Practices; voluntary green building/development program.

- (a) Overview. The CRA green building/development program is a voluntary program that developers may choose to participate in, to comply with subsection (R) Required Amenities
- (b) Green building; green building practices. Green building practices refers to building and building site design, materials and construction techniques that minimize demand for nonrenewable material and energy resources, water consumption, and minimize the generation of waste products, pollution, and stormwater runoff. Green building practices are generally consistent with the techniques used to achieve certification of construction and development through third-party green building and development certification programs including the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED), the Florida Green Building Coalition, and Florida Green Lodging.

- (c) Rating organizations. This program awards credits based on selected third-party green building/development certification programs, including, but not limited to, the Florida Green Building Coalition, Florida Green Lodging, and U.S. Green Building Council Leadership in Energy and Environmental Design (LEED).
- (d) Approval of established third-party standards. Applicants seeking to participate in the voluntary green building/development program are required to schedule a preliminary development application meeting with the community development director. At the preliminary development application meeting, the applicant shall identify the third-party green building/development standards proposed to be incorporated in the project design and implementation and provide a copy of the standards to city staff the community development director for review. If the standards of a third-party certification program other than those listed in [subsection] (b) are proposed, the city staff [and] the community development director will review the standards of the rating organization certification program intended to be used by the applicant and notify the applicant if the proposed program and standards are accepted or rejected for the voluntary green building/development program.
- (e) Review process and certification options. Applicants seeking to participate in the voluntary green building/development program must choose to:
1. Formally apply for third-party certification with a selected third-party green building/development rating organization approved by the community development director, which includes meeting all the submittal, application and fee requirements for the selected third-party certification; or
 2. As an alternative to formal application for third-party certification the applicant may participate in the city's cost-recovery green building/development review process. The community development director shall review and verify the third-party green building/development standards proposed to be incorporated in the project design and implementation. The applicant shall document compliance with all of the third-party certification criteria to the satisfaction of the community development director.
- (f) Minimum submittal requirements for applying for voluntary green building or development program. Site development plan submittal requirements to participate in the voluntary green building/development program shall include the following:
1. Documentation that the applicant has participated in the preliminary development application meeting and has received approval from the community development director to utilize the third-party green building/development standards used in the site development plan submittal.
 2. Written statement identifying the review option selected by the applicant (demonstration of formal third-party certification of the project, or community development director verification of project compliance with third-party green building/development standards through cost-recovery based review).
 3. A completed residential green development/building checklist, with a narrative explanation of how the green building measure is being incorporated.

4. The city shall require that the proposal exceed the number of points necessary under this section by a margin to be established administratively for each third-party certification program. The intent is to ensure certification as best possible in the event that a given green measure fails to qualify after construction is completed.
 5. A notarized affidavit from the project architect demonstrating that the approved green building measures have been incorporated into the project plans.
 6. Project site and engineering plans that clearly detail all green building measures.
 7. A notarized affidavit certifying that a green building expert professional certified or accredited by a third-party green building and development rating organization deemed acceptable by the community development director is a part of the development team and shall remain part of the project team throughout its duration (i.e., from the design stage through final building inspection/issuance of certificate of occupancy).
- (g) Performance bond. Participants in the voluntary green building program, prior to issuance of a Certificate of Occupancy, shall post a performance bond, letter of credit or other form of surety approved by the city attorney.
1. The amount of the required performance bond, letter of credit or other approved form of surety shall be calculated as follows for projects seeking the incentive bonus for meeting third-party certification requirements:
 - a. Four (4) percent of the total cost of construction for a development of less than one hundred thousand (100,000) square feet of building area.
 - b. Three (3) percent of the total cost of construction for a development of up to two hundred thousand (200,000) square feet of building.
 - c. Two (2) percent of the total cost of construction for any building greater than two hundred thousand (200,000) square feet.
 2. In the event the completed development does not achieve the third-party certification or the required number of points, a portion of the surety shall be forfeited in an amount equal to the percentage of the required third-party point total not earned. However, if the development does not qualify for at least ninety (90) percent of the number of points, the entire bond amount shall be forfeited.
 3. The city may call on the performance bond if:
 - a. If the community development director determines that the development does not qualify for the credits within one (1) year of the city issuance of the certificate of occupancy for the building. Funds that become available to the city from the forfeiture of all or part of the surety shall be placed in the sustainable development fund established by the city, which shall be used to fund sustainable and energy-efficient city-initiated capital projects including, but not limited to, water-efficient landscaping, open space acquisition and improvements, traffic calming, public transportation-related improvements, pollution mitigation, sustainability improvements to public

facilities, or similar improvements as deemed appropriate by the city commission.

(2) Provide Payment in Lieu of Public Parking, consistent with Section 265-92.

(3) Contribution for public parks.

(a) The public park contribution shall be calculated pursuant to section (3)(b) below, which shall be applied to the city's park fund for park land acquisition or park improvements. The full public park payment shall be paid if this amenity is selected. A development containing a minimum of twenty-five (25) dwelling units is required to provide this amenity.

(b) The public park payment shall be equal in value to fifty cents (\$0.50) per square foot of estimated residential gross floor area.

(c) For purposes of this section, residential gross floor area shall be defined as the sum of the habitable horizontal area of all residential floors of all stories of a residential building or structure under a roof, and including, interior amenity areas, clubhouses, lobby areas however excluding private garages, maintenance areas, utility areas, operational areas, storage closets, electrical and mechanical facilities, balconies, stairwells, elevators, basements and subbasements, covered parking, loading areas, and parking structures.

(d) The contributions referenced in this section are calculated in 2024 dollars and shall be adjusted by the Consumer Price Index on an annual basis.

(e) Payment of the public park fees shall be made prior to issuance of a building permit.

(S) Stormwater . For any development utilizing the GTWY-MU-II, Beach Gateway Mixed-Use II District, the following additional standards shall be applicable.

(1) Developments must retain all stormwater from a 3-year, 24-hour event.

(2) Stormwater retention/detention areas.

(a) Stormwater retention/detention areas shall be designed to maximize the perimeter dimension, where feasible.

(b) Stormwater retention/detention areas shall be planted throughout with native herbaceous facultative plants, with the following exceptions:

1. In areas that are designated and actively used for play and/or picnic areas, overflow parking, or sports shall be planted with grasses which are very drought tolerant, as well as tolerant to wet soils.

2. In areas where the minimum required stormwater retention capacity would be adversely affected.

(c) The minimum required number of native herbaceous facultative plants shall be one (1) plant per square foot of retention/detention area, including the slope. Minimum required herbaceous plant container size shall be one and one-half (1½) inches, commonly, referred to as a liner. Sprigging, seeding, plugging, hydro-mulching or sodding with native herbaceous facultative plants grown from local seed sources may

be used in lieu of liners. Herbaceous plants shall be planted in such a manner as to present a finished appearance and reasonably complete coverage within one (1) year after planting.

- (d) Native facultative trees or shrubs may be used in lieu of native herbaceous facultative plants, provided that the minimum required stormwater retention capacity is not adversely affected.

Figure 303-22-4 GTWY-MU-II district height map.

[*REVISED MAP TBP BY CITY*]

Section 3. That Chapter 28 entitled the “Land Development Code”; at Part 1, entitled “Use Regulations,” Article 100, entitled “General Use Regulations Applying to All Zoning Districts” at Section 100-60 “Establishment of Zoning Districts” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1 - USE REGULATIONS

ARTICLE 100 – GENERAL USE REGULATIONS APPLY TO ALL ZONING DISTRICTS

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Sec. 100-60. Establishment of zoning districts.

The restrictions and controls intended to regulate development in each district are uniform for each class or kind of categorical delineation or distinction. For the purposes of protecting, promoting and improving the public health, safety and the general welfare of the citizens and residents, the city is divided into the following districts:

District map designation	Full district title	Intent and purpose of district
(B) Mixed-use zoning districts		
RO	Residential Office District	Provides for small-scale professional offices on lots fronting major arterial roadways while still permitting a principal dwelling unit in the same building, and maintaining the residential character of the adjacent neighborhood. These are often single-family homes that are no longer viable due

		to road widenings and related noise. Implements the Commercial and Residential categories of the comprehensive plan. Use of the commercial or residential flexibility rules of the Broward County Land Use Plan Administrative Rules Document may be required.
NBHD-MU	Neighborhood Mixed-Use District	Provides for neighborhood-serving commercial uses, townhouses, apartments and limited assembly, repair and fabrication that are compatible with residential and commercial uses. The district is applied in a linear fashion, typically to frontage properties along certain collector streets that border or traverse neighborhoods. Front yards are minimized, with buildings close to the street, and rear yard and on-street parking facilities. Implements the Regional Activity Center category of the comprehensive plan.
SFED-MU	South Federal Highway Corridor Mixed-Use District	Encourages medium-intensity redevelopment of the corridor with a mix of retail, office, residential, and lodging uses with a design emphasis on pedestrian street life in a manner that supports public transit, while creating interest and fostering investment in the immediate neighborhood. This will be accomplished through a mix of residential and commercial uses along the corridor, built close to the street, with parking facilities behind buildings. Implements the Regional Activity Center category of the comprehensive plan.
GTWY-MU	Beach Gateway Mixed-Use District	Capitalizes on the proximity of conservation areas, waterways and the beach by preserving additional land, thus enhancing the area's assets. This will be accomplished by allowing relatively tall buildings built near the street, in order to allow for a reduction in building footprint and consolidation of the developed area, while providing a landscaped yard between the building and street to differentiate this zone from the more urban EDBB-MU zone. Implements the Regional Activity Center category of the comprehensive plan.
<u>GTWY-MU-II</u>	<u>Beach Gateway Mixed-Use II District</u>	<u>Capitalizes on the proximity of conservation areas, waterways and the beach by preserving additional land, thus enhancing the area's assets. This will be accomplished by allowing relatively tall buildings built near the street, in order to allow for a reduction in building footprint and consolidation of the developed area, while providing a landscaped yard between the building and street to differentiate this zone from the GTWY-MU zone.</u>

		<u>Implements the Regional Activity Center category of the comprehensive plan.</u>
EDBB-MU	East Dania Beach Boulevard Corridor Mixed-Use District	Encourages medium- to high-intensity redevelopment of the corridor with a mix of retail, office, residential, and lodging uses with a design emphasis on pedestrian street life in a manner that supports public transit, while creating interest and fostering investment in the immediate neighborhood. This will be accomplished through a mix of residential and commercial uses along the corridor, built close to the street, with parking facilities behind buildings. Implements the Regional Activity Center category of the comprehensive plan.
CC	City Center District	Establishes a mixed use downtown with transit-supportive density and intensity where citizens can work, live, and shop in a place that is the economic, governmental, entertainment and cultural focal point of Dania Beach. This district is designed to encourage accessible, active, pedestrian-oriented areas within walking distance of a prospective transit station on the FEC railway. Implements the Regional Activity Center category of the comprehensive plan.
PMUD	Planned Mixed-Use Development District	Encourages an integrated approach to redevelopment within the Dania Beach Regional Activity Center (RAC) encompassing a mix of uses at an intensity and density consistent with the proximity to regional roadways, the airport and seaport. This district is intended for large-scale mixed use development with direct access to an arterial roadway(s) which serves as a transit route or located within close proximity to a mobility hub.
PMUD-SL	Planned Small Lot Mixed-Use Development District	Encourages an integrated approach to redevelopment within the Dania Beach Regional Activity Center (RAC) encompassing a mix of uses at an intensity and density consistent with the proximity to regional roadways, the airport and seaport. This district is intended for small-scale mixed-use development in close proximity to other mixed-use development, mobility hubs, and arterial roadways.
(E) CRA form-based districts CC, City Center District [see (B) Mixed-use zoning districts] SFED-MU, South Federal Highway Mixed-Use District [see (B) Mixed-use zoning districts] EDBB-MU, East Dania Beach Boulevard Mixed-Use District [see (B) Mixed-use zoning districts] GTWY-MU, Beach Gateway Mixed-Use District [see (B) Mixed-use zoning districts]		

GTWY-MU-II, Beach Gateway Mixed-Use II District [see (B) Mixed-use zoning districts]
 NBHD-MU, Neighborhood Mixed-Use District [see (B) Mixed-use zoning districts]
 NBHD-RES, Neighborhood Residential District [see (A) Residential zoning districts]

Section 4. That Chapter 28 entitled the “Land Development Code”; at Part 1, entitled “Use Regulations,” Article 105, entitled “Use Regulations for Residential and Open Space Zoning Districts”, at Section 105-170 entitled “Community Residential Homes and Residential Care Facilities” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1 - USE REGULATIONS

* * *

ARTICLE 105 – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * *

Sec. 105-170 “Community Residential Homes and Residential Care Facilities”

- (A) Homes of six (6) or fewer residents that meet the definition of “community residential home, type 1” as defined in article 725 (see definition of special residential facility), shall be deemed a single-family dwelling unit and a noncommercial residential use, and shall be permitted in all districts that permit single-family or multifamily uses, provided that such homes shall not be located within a radius of one thousand (1,000) feet of another community residential home with six (6) or fewer residents.
- (B) A “community residential home, type 2”, as defined in article 725 (see definition of special residential facility), having more than six (6) residents is permitted in the CC, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, RM, RM-1, RM-2 and PRD-1 zoning districts subject to the following, and to the specific regulations of the applicable zoning district:
 - (1) Such uses shall not be located within twelve hundred (1,200) feet of another existing community residential home or within a radius of five hundred (500) feet of a single family zoning district boundary.
 - (2) Such uses shall meet the applicable licensing criteria established and determined by state agencies pursuant to F.S. Ch. 419.
- © “Residential care facilities”, as defined in article 725 (definitions), are allowed by special exception in the RM-2, PRD-1, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, CF, C-3 and C-4 zoning districts, subject to the special residential facilities provisions for density allocations under the Broward County Land Use Plan.
- (D) “Adult residential care facilities”, as defined in article 725 (definitions), with more than one hundred (100) sleeping rooms are allowed by special exception in the RM-2, PRD-

1, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, C-3, and C-4 zoning districts subject to the following requirements:

- (1) The facility must have frontage on, and direct vehicular access to, either a minor arterial containing at least one hundred ten (110) feet of right-of-way, or a principal arterial as designated on Broward County Traffic-ways Plan.
- (2) The facility shall provide the following services: At least (1) full meal per day from a central dining facility; central housekeeping services to its residents no less than weekly; a full-time registered nurse on call to the residents; planned activities, which may include, but are not limited to, social, educational and recreational activities.

* * *

Section 5. That Chapter 28 entitled the “Land Development Code”; at Part 1, entitled “Use Regulations,” Article 110, “Use Regulations for Commercial and Mixed Use Districts”, at Section 110-20, entitled “List of permitted, special exception and prohibited uses” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1 - USE REGULATIONS

* * *

ARTICLE 110 - USE REGULATIONS FOR COMMERCIAL AND MIXED USE DISTRICTS

* * *

Sec. 110-20. List of permitted, special exception and prohibited uses.

Included in the table below are permitted, special exception and prohibited uses within commercial districts, the Residential Office (RO) District, the Marine District, and generalized permitted and special exception uses within the mixed-use CRA form-based districts. Permitted and special exception uses shown in this table for the CRA form-based districts are not allowed in all areas of a district; therefore, the more detailed regulations of Article 302 must be consulted to determine whether a particular use is permitted in any given location. Article 302 shall take precedence over this table. Unless otherwise provided, this table shall not apply to uses in the Planned Mixed Use Development District (PMUD) or Planned Small Lot Mixed-Use Development District (PMUD-SL). All permitted, conditional, special exception, restricted or prohibited uses within the PMUD or PMUD-SL shall be identified and established pursuant to the approved PMUD or PMUD-SL Development Design Guidelines (DDG) consistent with the Dania Beach Regional Activity Center (RAC) and articles 340 and 350 of this chapter.

	INDUS		MIXED-USE DISTRICTS						COMMERCIAL ZONING DISTRICTS			
				CRA FORM-BASED DISTRICTS								
Legend P - Permitted P(#) - Permitted subject to numbered footnote A - Permitted accessory use only SE - Permitted special exception use only NP - Not permitted	Marine	RO (see sec 110-180)										
			CC	EDBB-MU	SFED-MU	GTWY-MU	GTWY-MU-II	NBHD-MU	C-1	C-2	C-3	C-4
Accessory uses to permitted and special exception uses	A	NP	A	A	A	A	A	A	A	A	A	A
Arcade or amusement center [subject to sections 110-60, 110-190]	NP	NP	SE	SE	SE	SE	SE	SE	NP	NP	NP	NP
Art galleries, museums, and libraries	SE	NP	P	P	P	P	P	P	NP	P	P	P
Assembly and light fabrication of goods and materials	SE	NP	SE	NP	NP	NP	NP	SE	NP	NP	NP	SE
Assembly, repair, and fabrication of premanufactured art objects, apparel, jewelry, and home furnishings, accessory to retail use [subject to section 110-150]	NP	NP	A	A	A	NP	NP	A	NP	A	A	A
Athletic clubs/studio	NP	NP	P	P	P	P	P	P	NP	P	P	P
Auditoriums, theaters and convention halls, movie theaters	NP	NP	SE	SE	SE	SE	SE	NP	NP	SE	SE	SE

Automobile rental establishments, other [subject to section 110-80]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	SE
Automobile rental establishments, with parking or storage for ten (10) or fewer vehicles subject to section 110-190]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
Automobile repair, minor [subject to section 110-90]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
Automobile, truck, motorcycle, boat, trailer, recreation vehicle sales, display, accessory repair and service	NP	NP	SE	SE	SE	NP	<u>NP</u>	NP	NP	NP	NP	P
Auto parts, retail or wholesale	NP	NP	NP	P	P	P	<u>P</u>	P	NP	P	P	P
Bail Bond [subject to section 110-310]	NP	NP	P	P	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Banks and financial institutions	NP	NP	P	P	P	P	<u>P</u>	NP	P	P	P	P
Bakeries, delicatessens	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P
Bingo hall	NP	NP	SE	SE	SE	SE	<u>SE</u>	SE	NP	NP	NP	NP
Boat painting	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Boats, Indoor storage of new or used only on property abutting a navigable waterway	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
Boats, Outdoor storage of new or used	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Boats marine parts store	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Boat sanitary waste pump-out facilities	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Bus depot for storage and maintenance of buses and related office facilities [subject to section 110-290]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	P

Cabinet or furniture shop [subject to section 110-250]	P	NP	NP	NP	NP	NP	<u>NP</u>	P	NP	NP	NP	NP
Catering establishments [*subject to section 302-20(22)]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P*	NP	NP	P	P
Charitable, civic, fraternal and professional organizations, excluding social service providers and agencies	NP	NP	SE	SE	SE	SE	<u>SE</u>	SE	NP	SE	SE	SE
Charity or thrift shop	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	P	P
Check cashing stores [subject to section 110-190]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
City of Dania Beach municipal use	P	NP	P	P	P	P	<u>P</u>	P	P	P	P	P
Community garden/urban farm [subject to section 105-230]	NP	NP	P	P	P	P	<u>P</u>	P	NP	NP	NP	NP
Contractor shop [subject to section 110-270]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P	P	P	P	P
Contractor shop, repair or service shops (air conditioning, carpenter, plumbing, electrical, glass, marine, cloth or canvas)	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	SE
Copy shop, printing shop	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P
Day care centers	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P
Dock and docking of boats and ships (excluding dry docks), including the operations of charter boats	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Drive-through service, other [subject to sections 110-190, 110-220]	NP	NP	NP	P	P	P	<u>NP</u>	NP	P	P	SE	SE
Dry cleaning establishments, excluding self service laundries, for direct service to customers	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P

Dry lot storage and dry stack storage of boats	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP
Exhibit/Event space	NP	NP	SE	NP	SE	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP
Farmer's market [subject to section 105-240]	NP	NP	P	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP
Fast food restaurant in an existing building [subject to section 110-190]	NP	NP	P	P	P	P	<u>P</u>	NP	P	P	P	P	P
Fast food restaurant in a new multi-tenant, or attached building (not free standing) [subject to section 110-190]	NP	NP	P	P	P	P	<u>P</u>	NP	P	P	P	P	P
Fortune tellers, palmists, clairvoyants or astrologists [subject to section 110-190 & Chapter 12.5]	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P	P
Freestanding drive-through restaurant [subject to section 110-190]	NP	NP	NP	P	P	P	<u>NP</u>	NP	NP	NP	SE	SE	SE
Funeral homes and mortuaries	NP	NP	NP	P	P	NP	<u>NP</u>	NP	NP	NP	SE	SE	SE
General service and repair shop	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P	P
Gun shops [subject to section 110-190]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE	SE
Hotel [subject to section 110-100]	NP	NP	P	P	SE	P	<u>P</u>	NP	NP	SE	SE	SE	SE
Indoor play center providing primarily physical and imaginative non-electronic recreational opportunities for primarily preschool and elementary aged children, and which may also offer accessory retail sales, food and beverage sales [*subject to section 302-20(22)]	NP	NP	NP	NP	P	NP	<u>NP</u>	P*	P	P	P	P	P

Kennel (subject to section 302-20(A)(21))	NP	NP	P	P	P	P	<u>P</u>	P	NP	NP	NP	P
Large retail establishment [subject to sections 110-120, 110-190; articles 510, 520]	NP	NP	P	P	P	P	<u>P</u>	NP	NP	SE	SE	SE
Light industrial marine uses not itemized in this section	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Liquor, package stores [subject to section 110-50]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	P	P	P
Liquor, package stores accessory to grocery retail use of at least 27,500 square feet [subject to section 110-50]	NP	NP	A	A	A	A	<u>NP</u>	NP	NP	A	A	A
Manufacturing and repair (excluding painting) of boats, associated assembly, fabrication, outfitting and maintenance, marine construction and equipment loading and handling operations	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Marine-related educational facilities	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Massage therapy services as accessory to a full service personal service establishment only [subject to section 110-280]	NP	NP	A	A	A	A	<u>A</u>	A	A	A	A	A
Medical Marijuana Retail Center [subject to section 110-190(C)]	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P
Merchandise rental or leasing stores	NP	NP	NP	SE	SE	SE	<u>SE</u>	SE	NP	NP	SE	SE
Microbrewery, or craft distillery with tasting room (required) [subject to section 110-50]	NP	NP	P	SE	SE	SE	<u>SE</u>	SE	NP	NP	NP	NP
Mixed residential and commercial uses	NP	NP	P	P	P	P	<u>P</u>	P	NP	NP	NP	NP

Mobile food vendor [subject to section 110-320]	NP	NP	P	P	P	P	<u>NP</u>	NP	NP	P	P	P
Mobile vendor, except as permitted in conjunction with a temporary use approved under article 675	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Motor fuel pumps, retail [subject to section 110-90]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
Multifamily dwellings	NP	P	P	P	P	P	<u>P</u>	P	NP	NP	NP	NP
Office, business	NP	P	P	P	P	P	<u>P</u>	P	P	P	P	P
Office, professional	NP	P	P	P	P	P	<u>P</u>	P	P	P	P	P
Office, medical [section 110-40 and section 110-190(c) govern pain management clinics]	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P
Outdoor produce sales [subject to section 110-160]	NP	NP	A	A	A	A	<u>A</u>	A	A	A	A	A
Outdoor restaurant seating [subject to section 110-200]	NP	NP	A	A	A	A	<u>A</u>	A	NP	SE	SE	SE
Outdoor sales, leasing, rental, display, storage of fully assembled new boats, new trailers and marine vessels	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Outdoor sales, leasing, rental, display, storage of fully assembled used boats, trailers and marine vessels	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Outdoor stands, other; open counters	NP	NP	SE	SE	SE	SE	<u>NP</u>	NP	SE	SE	SE	SE
Outdoor storage of fully-assembled, operational passenger vehicles, boats and boat trailers, and recreational vehicles [subject to section 110-300]	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP

Outdoor storage of new materials and equipment [subject to section 110-210]	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP	SE
Painting of boats	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP
Pawn shops [subject to section 110-190]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	SE	SE
Personal service establishments	NP	NP	P	P	P	P	<u>P</u>	P	P	P	P	P	P
Places of worship	NP	NP	P	P	P	P	<u>NP</u>	NP	P	P>P	P		
Public or private parking facility (principal use)	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P	P
Resale boutique and consignment shop, for profit	NP	NP	NP	P	P	P	<u>P</u>	P	NP	P	P	P	P
Residential care facility [subject to section 105-170]	NP	NP	NP	SE	SE	SE	<u>SE</u>	NP	NP	NP	NP	SE	SE
Residential care facility, adult [subject to section 105-170]	NP	NP	NP	SE	SE	SE	<u>SE</u>	NP	NP	NP	NP	SE	SE
Restaurants, full service without live entertainment [subject to section 110-50]	NP	NP	P	P	P	P	<u>P</u>	P	P	P	P	P	P
Restaurants and bars with live entertainment as an accessory use [subject to section 110-50]	NP	NP	P	P	P	P	<u>SE</u>	SE	NP	SE	SE	SE	SE
Restaurant, drive-in [subject to sections 110-190, 110-220]	NP	NP	NP	P	P	P	<u>NP</u>	NP	NP	NP	NP	SE	SE
Restaurant, takeout	NP	NP	P	P	P	P	<u>P</u>	P	P	P	P	P	P
Retail pharmacy [subject to section 110-190(C)]	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P	P
Retail stores [subject to section 110-190(C)]	NP	NP	P	P	P	P	<u>P</u>	P	NP	P	P	P	P
Roadside vendors	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP	NP
School, academic	NP	NP	NP	SE	SE	SE	<u>SE</u>	NP	SE	SE	SE	SE	SE
School, college	NP	NP	SE	SE	SE	SE	<u>SE</u>	NP	SE	SE	SE	SE	SE

School, specialty	SE	NP	P	P	P	P	<u>SE</u>	NP	SE	P	P	P
Scooter or motorized/electric car rental [subject to section 110-240]	NP	NP	P	P	P	P	<u>NP</u>	NP	NP	NP	NP	NP
Self-service or coin-operated laundry [subject to section 110-190]	NP	NP	NP	NP	NP	NP	<u>NP</u>	SE	NP	NP	SE	SE
Sign fabrication, sign printing [subject to section 110-250]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P	NP	NP	P	P
Single-family residence	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Storage [subject to section 110-260]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P	NP	NP	NP	NP
Storage and sales of lumber and building materials within a completely enclosed building	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	SE
Tattoo or body piercing parlor [subject to section 110-190]	NP	NP	SE	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
Temporary uses and special events [subject to article 675]	A	NP	P	P	P	P	<u>P</u>	P	P	P	P	P
Veterinarian, animal hospital (excluding boarding)	NP	NP	P	P	P	P	<u>P</u>	P	NP	SE	P	P
Vinyl sign fabrication and sign printing shops (excluding metal fabrication sand blasting and spray painting processes) [*subject to section 302-20(22)]	NP	NP	NP	NP	SE	SE	<u>SE</u>	P*	NP	SE	SE	SE
Warehousing with up to twenty (20) percent ancillary office space [*subject to section 302-20(22)]	A	NP	NP	NP	NP	NP	<u>NP</u>	P*	NP	NP	SE	P

Watchman or caretaker dwelling unit [subject to sections 110-30, 230-20]	A	NP	A	A	A	A	<u>A</u>	A	NP	A	A	A
Wet or dry stack marina and related facilities [subject to section 110-170]	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	SE	SE
Wholesale: combined office-distribution/showroom-warehouse facilities with up to twenty percent (20%) ancillary office space	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP	NP	NP	NP
Wholesale: combined office-showroom-warehouse facility with up to twenty percent (20%) ancillary office space [*subject to section 302-20(22)]	P	NP	NP	NP	NP	NP	<u>NP</u>	P*	NP	NP	NP	P
Winery with tasting room (required) [subject to section 110-50]	NP	NP	P	SE	SE	SE	<u>SE</u>	SE	NP	NP	NP	NP

Section 6. That Chapter 28 entitled the “Land Development Code”; at Part 2, entitled “Site Development Regulations;” Article 200, entitled “User Guide for Part 2 of the Code” at Section 200-40, entitled “How part 2 of this code relates to the CRA form-based and PMUD regulations” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 2 - SITE DEVELOPMENT REGULATIONS

ARTICLE 200 - USER GUIDE FOR PART 2 OF THE CODE

* * *

Sec. 200-40. How part 2 of this code relates to the CRA form-based and PMUD regulations.

- (A) The site development regulations for the CRA form-based districts (CC, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, NBHD-MU, NBHD-RES) are not contained in the article 205 schedule of site development regulations. Instead, they are located in part 3 of this code. However, the detailed site development regulations of the remainder of part 2 apply to the CRA form-based districts unless otherwise noted. In the event of a

conflict between part 2 and part 3, the standards of part 3 shall take precedence for areas zoned in one of the CRA form-based districts.

- (B) Unless otherwise provided, site development regulations for the Planned Mixed Use Development District (PMUD) are specified within article 340 of this chapter and within the approved Development Design Guidelines (DDG). Similarly, site development regulation for the Planned Small Lot Mixed-Use Development District (PMUD-SL) are specific within article 350 of this chapter and within the approved Development Design Guidelines (DDG). However, the sections of part 2 that specifically govern airport safety, wildlife and environmentally sensitive lands shall apply to the PMUD and PMUD-SL Districts.

Section 7. That Chapter 28 entitled the “Land Development Code”; at Part 2, entitled “Site Development Regulations,” Article 265, entitled “Off Street Parking Requirement” at Section 265-91, entitled “Parking reductions for transportation demand management strategy implementation within the CRA form-based districts” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

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PART 2 - SITE DEVELOPMENT REGULATIONS

* * *

ARTICLE 265 - OFF STREET PARKING REQUIREMENT

* * *

Sec. 265-91. Parking reductions for transportation demand management strategy implementation within the CRA form-based districts (CC, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, NBHD-MU, NBHD-RES).

- (A) All new development or redevelopment within the CRA form-based districts (CC, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, NBHD-MU, NBHD-RES) may apply for parking reduction through the implementation of transportation demand management (TDM) strategies. Parking reductions for each TDM strategy implementation may earn three (3) percent reduction. Total reduction shall not be more than ten (10) percent of the total required parking for all uses within the development. This reduction may be used in conjunction with other parking reduction provisions such as shared parking and affordable housing incentives.

Section 8. That Chapter 28 entitled the “Land Development Code”; at Part 2, entitled “Site Development Regulations,” Article 275, entitled “Landscaping Requirements” at Section 275-170 “Landscape requirements for screening” is hereby amended to read as follows:

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

PART 2 - SITE DEVELOPMENT REGULATIONS

* * *

ARTICLE 275 – LANDSCAPING REQUIREMENTS

* * *

Sec. 275-170. Landscape requirements for screening.

- (A) *Structures.* Each structure shall be treated with landscaping to enhance the appearance of the structure and to screen unattractive or unsightly appearance as applicable, with a minimum of twenty (20) percent of the front of the structure being planted with shrubs at a minimum of two (2) feet in height. This requirement shall not apply to street-facing façades within the CC, SFED-MU, EDBB-MU, ~~or~~ GTWY-MU, or GTWY-MU-II districts.

Section 9. That Chapter 28 entitled the “Land Development Code”; at Part 3, entitled “Special Zoning Districts,” Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 300, entitled “How to use”, at Section 300-70, entitled “Commonly used abbreviations” is hereby amended to read as follows:

CHAPTER 28
LAND DEVELOPMENT CODE

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PART 3 - SPECIAL ZONING DISTRICTS

* * *

SUBPART 1 - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

ARTICLE 300 -HOW TO USE

* * *

Sec. 300-70. Commonly used abbreviations.

Abbreviation	Full Name
BTL	Build-to-line
du/ac	Dwelling units per acre

'	Feet
ft.	Feet
max.	Maximum
min.	Minimum
ROW	Street line (ultimate edge of right-of-way)
sf	Square feet
EDBB, WDBB	East Dania Beach Boulevard, West Dania Beach Boulevard
S. Fed. Hwy	South Federal Highway
CC	City Center District
EDBB-MU	East Dania Beach Boulevard Mixed-Use District
GTWY-MU	Beach Gateway Mixed-Use District
<u>GTWY-MU-II</u>	<u>Beach Gateway Mixed-Use II District</u>
SFED-MU	South Federal Highway Mixed-Use District
NBHD-MU	Neighborhood Mixed-Use District
NBHD-RES	Neighborhood Residential District

Section 10. That Chapter 28 entitled the “Land Development Code”; at Part 3, entitled “Special Zoning Districts,” Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 302, entitled “Detailed Use Regulations”, at Section 302-10, entitled “Permitted, special exception and prohibited uses” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3 - SPECIAL ZONING DISTRICTS

* * *

SUBPART 1- COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 302 - DETAILED USE REGULATIONS

* * *

Sec. 302-10. Permitted, special exception and prohibited uses.

Legend: P = Permitted SE = Special Exception use (#) = Permitted subject to the restriction in section 302-20 having the same number that is within the parentheses		Districts					
	City Center	EDBB-MU	SFED-MU	GTWY-MU	<u>GTWY-MU-II</u>	NBHD-MU	NBHD-RES

NP	- Not permitted	Principal Street Frontage								
Abbreviations: EDBB = East Dania Beach Boulevard SFED = South Federal Highway		EDBB	Other streets	S. Fed. Hwy Sheridan St.	Other Streets					
	MIXED USE [subject to section 302-40]									
	Mixed residential and commercial use	P	P	P	P	P	P	<u>P</u>	P	NP
	OPEN SPACE [subject to article 312]									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Parks	P	P	P	P	P	P	<u>P</u>	P	P
	Plazas	P	P	NP	P	NP	P	<u>P</u>	P	NP
	Pocket parks	P	P	P	P	P	P	<u>P</u>	P	NP
	Tot lots	P	P	P	P	P	P	<u>P</u>	P	P
	Urban agricultural gardens	SE	NP	SE	NP	SE	NP	<u>NP</u>	NP	SE
	RESIDENTIAL									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Apartments, ground story	(2)	NP	(2)	(2)	(2)	(2)	<u>(2)</u>	(2)	(2)
	Apartments, upper story	P	P	P	P	P	P	<u>P</u>	P	(2)
	Community residential home - type 1; up to 6 residents (see section 725-30 for definition) (subject to section 105-170)	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	P
	Community residential home - type 2; 7—14 residents (see section 725-30 for definition) (subject to section 105-170)	(3)	NP	(3)	(3)	(3)	(3)	<u>(3)</u>	NP	NP
	Home-based assembly [subject to section 105-100]	P	P	P	P	P	P	<u>P</u>	P	P
	Home occupations [subject to section 105-80]	P	P	P	P	P	P	<u>P</u>	P	P

	Multiple-family residential	(2)	NP	(2)	(2)	(2)	(2)	<u>(2)</u>	(2)	(2)
	Single-family detached residential	NP (12)	NP (12)	NP (12)	NP (12)	NP (12)	NP (12)	<u>NP (12)</u>	NP (12)	P
	Two-family (duplex) residential	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	(1)
	MIXED-USE COMMERCIAL (uses that are compatible with residential uses on adjoining stories)									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Art galleries, bookstore	P	P	NP	P	NP	P	<u>P</u>	P	NP
	Bank and financial institutions	P	P	NP	P	NP	P	<u>P</u>	P	NP
	Bakeries, delicatessens, coffee shops	P	P	P	P	P	P	<u>P</u>	P	NP
	Convenience food store	(8)	(8)	NP	(8)	(8, 20)	(8)	<u>(8)</u>	(8)	NP
	Copy, printing shop	P	P	NP	P	NP	P	<u>P</u>	P	NP
	Day care center (pre-K)	P	P	P	P	P	P	<u>P</u>	P	NP
	Drive-through service [subject to section 110-190]	NP	(4)	SE	(4)	NP	P	<u>NP</u>	NP	NP
	Dry cleaning establishments, excluding self-service laundries, for direct service to customers	P	P	NP	P	NP	P	<u>P</u>	P	NP
	General office use, including business, sales, professional, real estate, insurance, travel agent, information technology	P	P	P	P	P	P	<u>P</u>	P	NP
	General repair shop	P	P	SE	P	(20)	P	<u>P</u>	P	NP
	Large retail establishment	P	P	NP	P	NP	P	<u>P</u>	NP	NP
	Medical offices, excluding pain management clinics	P	P	P	P	P	P	<u>P</u>	P	NP
	Personal service establishments	P	P	P	P	P	P	<u>P</u>	P	NP

	Pet shops (excluding cats, dogs, birds) and pet supplies	P	P	NP	NP	NP	P	<u>P</u>	P	NP
	Restaurant, free standing drive-through [subject to section 110-190]	NP	P	NP	P	NP	P	<u>NP</u>	NP	NP
	Restaurant, fast food in an existing building [subject to section 110-190]	P	P	NP	P	NP	P	<u>P</u>	P	NP
	Restaurant, fast food in a new multi-tenant or attached building (not free standing) [subject to section 110-190]	P	P	NP	P	NP	P	<u>P</u>	P	NP
	Restaurant; outdoor dining accessory to a restaurant, bar, ice cream shop, bakery, delicatessen or coffee shop	(5)	(5)	NP	(5)	(5, 20)	(5)	(<u>5</u>)	(5)	NP
	Retail sales	(7)	(7)	(7)	(7)	(20)	(7)	(<u>7</u>)	(7)	NP
	Retail sales of baked goods, confectionaries, delicatessen	P	P	P	P	(20)	P	<u>P</u>	P	NP
	Self-service or coin operated laundry [subject to section 110-190]	NP	NP	NP	NP	NP	NP	<u>NP</u>	SE	NP
	Studios for individual instruction or tenant workspace for art, music, drama, martial arts	P	P	P	P	P	P	<u>P</u>	P	NP
	<u>LODGING</u>									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Boarding house	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
	Hotel, extended-stay hotel, condominium-hotel, or time-share containing at least 75 rooms or keys	P (9)	P (9)	NP	SE (9)	(20)	P	<u>P</u>	NP	NP
	Motels	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
	<u>CIVIC AND INSTITUTIONAL</u>									
	Academic schools	NP	NP	SE	SE	SE	SE	<u>SE</u>	NP	NP

	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Auditoriums and convention halls	(6)	(6)	NP	(6)	SE (6)	(6)	(6)	NP	NP
	Charitable clubs, lodges, civic or fraternal organizations, excluding social service providers	SE (6)	SE (6)	SE (6)	SE (6)	SE (6)	SE (6)	<u>SE</u> (6)	NP	NP
	City of Dania Beach municipal uses (police, fire, administration, parks, public parking, etc.), private open space	P	P	P	P	P	P	<u>P</u>	P	P
	Colleges, specialty schools, excluding student housing	P	P	SE	P	SE	P	<u>SE</u>	NP	NP
	Community garden/urban farm [subject to section 105-230]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	P
	Marine schools, including on-campus student housing	SE	SE	NP	SE	SE	SE	<u>SE</u>	NP	NP
	Museums, libraries	P	P	P	P	P	P	<u>P</u>	P	NP
	Place of worship	(6)	(6)	(6)	(6)	(6)	(6)	(6)	NP	NP
	Recreation center, athletic facility with spectator seating	(6)	(6)	(6)	(6)	(6)	(6)	(6)	NP	NP
	Residential care facility (subject to section 105-170)	NP	NP	SE	NP	SE	SE	<u>SE</u>	NP	NP
	Residential care facility, adult (subject to section 105-170)	NP	NP	SE	NP	SE	SE	<u>SE</u>	NP	NP
	GENERAL COMMERCIAL (uses that may not be compatible directly under a residential story)									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Athletic and health clubs, fitness studios	P	P	P	P	(20)	P	<u>P</u>	P	NP
	Auto parts sales, retail only (no bays)	NP	P	NP	P	NP	P	<u>P</u>	P	NP

	Catering establishment [*subject to section 302-20(22)]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P*	NP
	Community garden/urban farm [subject to section 105-230]	P	P	P	P	P	P	<u>P</u>	P	P
	Exhibit/Event space	SE	NP	NP	SE	NP	NP	<u>NP</u>	NP	NP
	Farmer's market [subject to section 105-240]	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	P
	Group instruction in art, music, drama, martial arts, aerobics, crafts	P	P	P	P	P	P	<u>P</u>	P	NP
	Indoor play center providing primarily physical and imaginative non-electronic recreational opportunities for primarily preschool and elementary aged children, and which may also offer accessory retail sales, food and beverage sales [*subject to section 302-20(22)]	NP	NP	NP	P	NP	NP	<u>NP</u>	P*	NP
	Massage therapy services as accessory to a full service personal service establishment only [subject to section 110-280]	A	A	A	A	A	A	<u>A</u>	A	NP
	Merchandise rental or leasing stores	NP	SE	NP	SE	NP	SE	<u>SE</u>	SE	NP
	Microbrewery or winery, with tasting room (required) [subject to section 110-50]	P	SE	SE	SE	SE	SE	<u>SE</u>	SE	NP
	Office, other	P	P	P	P	P	P	<u>P</u>	P	NP
	Outdoor produce sales (fresh fruit, vegetable, plant and flower retail sales), accessory to a retail use that primarily sells uncooked	(10)	(10)	NP	(10)	(20)	(10)	<u>(10)</u>	(10)	NP

	food, or beverages or both. [subject to section 110-190]									
	TRANSPORTATION-RELATED									
	Private or public parking structure as a principal use	P	SE	SE	SE	SE	SE	<u>SE</u>	NP	NP
	Private or public surface parking lot as a principal use	P	P	P	P	P	P	<u>P</u>	P	NP
	Transit station	P	NP	NP	NP	NP	NP	<u>NP</u>	P	NP
	ENTERTAINMENT									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Arcade or amusement center	SE	SE	NP	SE	NP	SE	<u>SE</u>	SE	NP
	Bar [subject to section 110-50]	P	P	NP	P	NP	P	<u>P</u>	SE	NP
	Bingo hall	SE (6)	SE (6)	NP	NP	P (20) (6)	SE (6)	<u>SE</u> (6)	NP	NP
	Live entertainment accessory to a full-service restaurant, coffee house or similar establishment	P	P	NP	P	(20)	P	<u>P</u>	SE	NP
	Nightclub [Alcoholic beverage establishments are subject to section 110-50]	SE	SE	NP	SE	NP	SE	<u>SE</u>	SE	NP
	Movie theater	SE (6)	SE (6)	NP	SE (6)	NP	SE (6)	<u>SE</u> (6)	NP	NP
	Pari-mutuel facility	NP	P (11)	NP	NP	NP	NP	<u>NP</u>	NP	NP
	RESTRICTED COMMERCIAL									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Auction house for fine arts and antiques	P	P	NP	P	NP	P	<u>P</u>	NP	NP
	Automobile sales showroom, marine equipment sales showroom	SE	SE	NP	SE	NP	NP	<u>NP</u>	NP	NP

Bail Bonds [subject to section 110-310]	P	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Bail bondsman	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Car wash (principal use)	NP	NP	NP	SE	NP	NP	<u>NP</u>	NP	NP
Charity or thrift shop	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Check-cashing stores, pawn shops, gun shops, flea markets	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Drug or alcohol rehabilitation facility, treatment center, or clinic (inpatient or outpatient)	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Fortune tellers, palmists, clairvoyants or astrologists [subject to section 110-190 & Chapter 12.5]	P	P	NP	P	NP	P	<u>P</u>	P	NP
Funeral homes, mortuaries	NP	NP	P	P	P	NP	<u>NP</u>	NP	NP
Liquor stores, package stores [subject to section 110-50]	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Liquor, package stores accessory to grocery retail use of at least 27,500 square feet [subject to section 110-50]	A	A	NP	A	NP	A	<u>A</u>	NP	NP
Mobile vendor	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Mobile food vendor [subject to section 110-320]	P	P	P	P	P	P	<u>P</u>	NP	NP
Outdoor display of new materials and equipment	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Penal, correctional, reentry facility, or halfway house for adult or juvenile offenders	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Pet shops and pet supplies, including dogs, cats or birds	(21)	(21)	(21)	(21)	(21)	(21)	<u>(21)</u>	(21)	NP

	Resale boutique and consignment shop for profit	NP	P	P	P	P (20)	P	<u>P</u>	P	NP
	Retail motor fuel pumps, car washes, accessory to any other use	(13)	NP	NP	(13)	NP	NP	<u>NP</u>	NP	NP
	Sales, storage, or display of lumber or building materials	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
	Social service providers and agencies	SE	NP	NP	SE	NP	NP	<u>NP</u>	NP	NP
	Tattoo, body art, or body piercing [subject to section 110-190]	SE	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
	Temporary employment agency, day labor office	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
	Temporary parking lots [subject to conditions of use listed in section 302-20(17)]	(17)	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
	Temporary uses [subject to article 675]	P	P	P	P	P	P	<u>P</u>	P	NP
	Veterinary clinic, indoor-only kennel	(21)	(21)	(21)	(21)	(21)	(21)	<u>(21)</u>	(21)	NP
	INDUSTRIAL, OTHER									
	Accessory uses	P	P	P	P	P	P	<u>P</u>	P	P
	Assembly and light fabrication of goods and materials	SE	NP	NP	NP	NP	NP	<u>NP</u>	SE	NP
	Assembly, repair, and fabrication of pre-manufactured art objects, apparel, jewelry, and home furnishings accessory to a principal retail use	(15)	(15)	NP	(15)	NP	NP	<u>NP</u>	(15)	NP
	Cabinet or furniture shop [subject to section 110-250]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P	NP
	Contractor shop [subject to section 110-270]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P	NP

Food processing or warehouse facility	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Outdoor storage	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Sign fabrication and sign printing shops [subject to section 110-250]	NP	NP	NP	SE (16)	NP	SE (16)	<u>SE (16)</u>	P	NP
Storage [subject to section 110-260]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P	NP
Vehicle (including RVs and watercraft) assembly, repair, paint and body shops, auto glass shops; storage, warehousing, sales, display, leasing, and rental	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Vinyl sign fabrication and sign printing shops (excluding metal fabrication sand blasting and spray painting processes) [*subject to section 302-20(22)]	NP	NP	NP	SE	NP	SE	<u>SE</u>	P*	NP
Warehouse (including self-storage warehouse), industrial, or manufacturing use	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Warehousing with up to twenty (20) percent ancillary office space [*subject to section 302-20(22)]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P*	NP
Welding, sheet metal, tool and die, furniture or cabinet manufacturing	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP
Wholesale: combined office-showroom-warehouse facility with up to twenty percent (20%) ancillary office space [*subject to section 302-20(22)]	NP	NP	NP	NP	NP	NP	<u>NP</u>	P*	NP
Wholesale sales	NP	NP	NP	NP	NP	NP	<u>NP</u>	NP	NP

Section 11. That Chapter 28 entitled the “Land Development Code”; at Part 3, entitled “Special Zoning Districts,” Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 302, entitled “Detailed Use Regulations”, at 302-40, entitled “Mixing of uses” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3 - SPECIAL ZONING DISTRICTS

* * *

SUBPART 1- COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 302 - DETAILED USE REGULATIONS

* * *

Sec. 302-40. Mixing of uses.

(A) Mixing of uses within a lot is permitted in all mixed-use districts (CC, SFED-MU, EDBB-MU, GTWY-MU, GTWY-MU-II, NBHD-MU) subject to this section. This section identifies the use groups that can be incorporated into the same building or lot with residential use in all mixed-use districts. Note that nonresidential and institutional uses cannot be located above a residential use. Permitted and special exception uses are classified into eight (8) use categories, listed below in loose order of highest to lowest compatibility with residential uses:

- (1) Residential;
- (2) Lodging;
- (3) Mixed-use commercial (given its name because it is appropriate for mixing with residential);
- (4) Civic, institutional;
- (5) General commercial;
- (6) Entertainment;
- (7) Transportation;
- (8) Industrial.

Section 12. That Chapter 28 entitled the “Land Development Code”; at Part 3, entitled “Special Zoning Districts,” Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 304, entitled “Building Height and Transition Regulations” at Section 304-10 , entitled “Generally” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3 - SPECIAL ZONING DISTRICTS

SUBPART 1 - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 304 - BUILDING HEIGHT AND TRANSITION REGULATIONS

Sec. 304-10. Generally.

- (C) *Transitional height zones.* The maps showing maximum permitted height throughout each zoning district include transitional height zones in those portions of mixed-use districts where the allowable height varies with distance from single-family residential neighborhoods and the Florida East Coast Railroad (FEC) right-of-way. Transitional height zones are established to transition building height adjacent to neighborhood residential district boundaries and the FEC railroad right-of-way. Height within a transitional height zone is based upon a formula of allowable height per distance from the adjacent neighborhood or FEC right-of-way. feature. The transitional height zone is also applied to each development site within the GTWY-MU District and GTWY-MU-II District because allowable building height varies based upon the distance of a building, or portion of a building, from property lines.

Section 13. That Chapter 28 entitled the “Land Development Code”; at Part 3, entitled “Special Zoning Districts,” Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 307, entitled “Landscaping Regulations”, at Section 307-10, entitled “On-Site landscaping requirements” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3 - SPECIAL ZONING DISTRICTS

SUBPART 1 - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 307 - LANDSCAPING REGULATIONS

Sec. 307-10. On-site landscaping requirements.

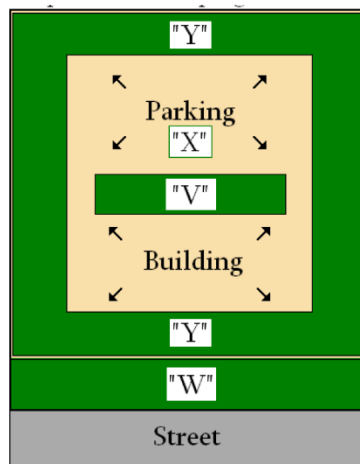
Article 275, "Landscaping requirements" establishes the site landscaping requirements for the CRA form-based districts.

Diagram Key	Section Reference	Landscaping Location	Applicable Districts
"V"	275-100(E)	Between building and VUA	All districts
"W"	307-20	Streetscaping	All districts
"X"	275-100	Interior VUA	CC, SFED-MU, EDBB-MU, NBHD-MU, GTWY-MU, <u>GTWY-MU-II</u>
			NBHD-RES: apartment buildings and rowhouses
"Y"	275-90	VUA perimeter	NBHD-RES, GTWY-MU, <u>GTWY-MU-II</u>
	275-110	Rear lot line	NBHD-MU
		Rear, interior side lot line	CC, SFED-MU, EDBB-MU, NBHD-MU adjacent to residential zoning
	275-120	Non-VUA perimeter	GTWY-MU, <u>GTWY-MU-II</u> : nonresidential and mixed-use development

	275-130	Non-VUA perimeter	GTWY-MU, <u>GTWY-MU-II</u> : residential development
N/A	275-140	Non-VUA interior landscaping	All districts

VUA = vehicle use area (parking, driveway, loading)

Figure 307-1
Required Landscaping



* * *

Section 14. That Chapter 28 entitled the “Land Development Code”; at Part 5, entitled “Signage and Design Regulations”, Article 505, entitled “Sign Regulations is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 5 - SIGNAGE AND DESIGN REGULATIONS

* * *

ARTICLE 505 - SIGN REGULATIONS

* * *

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Sec. 505-20. Definitions.

CRA form-based districts. The following mixed-use zoning districts, for the purposes of this article: City Center (CC) District, South Federal Highway Corridor Mixed-Use (SFED-MU) District, East Dania Beach Boulevard Mixed-Use (EDBB-MU) District, Beach Gateway Mixed-Use (GTWY-MU) District, Beach Gateway Mixed-Use II (GTWY-MU-II) District, and Neighborhood Mixed-Use (NBHD-MU) District.

* * *

Sec. 505-90. Signage regulations for the mixed-use CRA form-based zoning districts (CC, SFED-MU, EDBB-MU, GTWY-MU, GTWY-MU-II, NBHD-MU).

* * *

(B) *Sign types allowed.* For each district and street type, the following types of signs are permitted:

✓ = permitted

C = conditionally permitted (i.e. only for certain uses, locations or other qualifications pursuant to the regulations referenced in the left-hand column).

X = not permitted

Sign Type	CC District		SFED-MU, EDBB-MU GTWY-MU, <u>GTWY-</u> <u>MU-II</u> Districts		NBHD- MU District
	Street frontage to which sign is oriented				
	Primary Streets	Secondary Streets	Primary Streets	Secondary Streets	All streets
Permanent signs					
Awning, canopy	✓	✓	✓	✓	✓
Directional	✓	✓	✓	✓	✓
Directory	✓	✓	✓	✓	✓
Gallery edge	✓	✓	✓	✓	✓
Incidental information	✓	✓	✓	✓	✓
Marquee [see subsection 505-130(D)]	C	C	C	X	X
Menu, drive-thru	Permitted if not oriented toward, or screened from, any street				
Menu, other	✓	✓	✓	✓	✓
Monument [see subsection 505-90(O)]	C	X	C	X	X
Private wayfinding [see subsection 505-90(K)]	Permitted, but shall not be oriented to any street				X
Plaque	✓	✓	✓	✓	✓
Projecting [see subsection 505-90(S)]	C	C	C	X	X
Under-canopy	✓	✓	✓	✓	✓

Window	✓	✓	✓	✓	✓
Wall	✓	✓	✓	✓	✓
Portable signs					
Sandwich signs	✓	✓	✓	✓	✓
Umbrella signage	✓	✓	✓	✓	✓
Menu signs	✓	✓	✓	✓	✓
Temporary signs					
Per section 505-160	✓	✓	✓	✓	✓

- (C) *Cumulative sign area allowance.* Every establishment is subject to a maximum cumulative sign area for all building signs. This sign area can be increased, as indicated below, by participating in the signage incentive program set forth in section 505-210.

Cumulative square footage of building signage* per linear foot of occupant street frontage (per frontage)	CC District	SFED-MU, EDBB-MU GTWY-MU, GTWY-MU-II Districts		NBHD-MU District
	All streets	Primary Streets	Secondary Streets	All streets
	1.5 without bonus	1.5 without bonus	1.20 without bonus	1.20 without bonus
	2.5 with bonus	2.5 with bonus	1.7 with bonus	1.7 with bonus

* * *

Sec. 505-210. Community redevelopment area design incentives.

- (D) *Incentives that apply exclusively to nonresidential and mixed-use development within the CRA mixed-use zoning districts.*
- (1) The following types of signs are permitted only as an incentive for producing signage consistent with this section.
 - (a) Monument signs and private wayfinding signs on parcels that satisfy the requirements of subsection 505-90(D).
 - (b) Projecting signs above the ground story.
 - (c) Signage on the incline surface of awnings.
 - (d) Marquee signs.
 - (2) Bonus building sign area.
 - (a) Bonus of one (1.0) square foot of building signage per linear foot of building frontage on all streets in the CC District, and primary streets in the SFED-MU, EDBB-MU and GTWY-MU, GTWY-MU-II districts.

- (b) Bonus of one-half (.50) square foot of building signage per linear foot of building frontage on all other frontages in the SFED-MU, EDBB-MU and GTWY-MU districts, GTWY-MU-II, and in the NBHD-MU District.
- (c) The bonus building sign area may be used for:
 - 1. Increasing the allowable wall or gallery edge signage area (or combination thereof) by up to twenty-five (25) percent.
 - 2. Projecting signs above the second story.
 - 3. Awning signage on the incline surface.
 - 4. Marquee signs.
 - 5. Doubling the allowable window signage area.
- (d) In addition to the sign area bonuses, the city may allow flexibility as to the maximum number of colors and other design standards in section 505-40, subject to design review using the site plan approval process.

* * *

Section 15. That Chapter 28 entitled the “Land Development Code”; at Part 7, entitled “Code Administration”, Article 700, entitled “Code Administration and Legal Provisions”, at Section 725-30, entitled “Terms defined” is hereby amended to read as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 7 - CODE ADMINISTRATION

ARTICLE 700 - CODE ADMINISTRATION AND LEGAL PROVISIONS

* * *

Sec. 725-30. Terms defined.

District, CRA form-based. Any of the zoning districts of part 3, subpart 1 of this code. The following are CRA form-based districts: CC, SFED-MU, EDBB-MU, GTWY-MU, GTWY-MU-II, and NBHD-MU mixed-use districts, and the NBHD-RES residential district.

District, mixed-use. A zoning district that permits both commercial and residential principal uses in the same building or on the same lot within separate buildings. The following are mixed-use zoning districts: RO, CC, EDBB-MU, SFED-MU, GTWY-MU, GTWY-MU-II, NBHD-MU.

Section 16. If any section, clause, sentence, or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY



City of Dania Beach, 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:** Zoning Code Text Amendment (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: City-wide - Zoning Code Text Amendment

Lot(s): n/a Block: n/a Subdivision: n/a

Recorded Plat Name: n/a

Folio Number(s): n/a Legal Description: n/a

Applicant/Consultant/Legal Representative (circle one) PGP Dania Beach LLC

Address of Applicant: 402 Industrial Lane, Birmingham, AL 35211

Business Telephone: (205) 909-0941 Home: n/a Fax: n/a

E-mail address: turnerj@pgpcompanies.com E-Mail for Agent: dennis.mele@gmlaw.com cc: kelly.ray@gmlaw.com

Agent
Name of Property Owner: Greenspoon Marder LLP (Dennis Mele, Esq.)

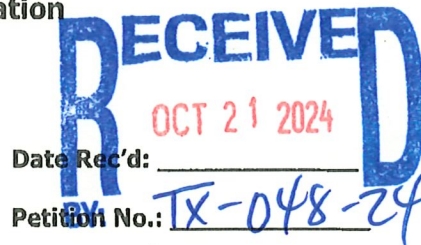
Agent
Address of Property Owner: 200 E. Broward Boulevard, Suite 1800, Fort Lauderdale, FL 33301

Business Telephone: 954-527-2409 Home: n/a Fax: n/a

Explanation of Request: Amend the City's Code to create a new zoning district titled Beach Gateway Mixed Use II District.
*Please provide proposed **Plat Name** & **Criteria Statement** as required by the City's **Land Development Code**.*

Prop. Net Acreage: n/a Gross Acreage: n/a Prop. Square Footage: n/a

Existing Use: n/a Proposed Use: n/a



Is property owned individually, by a corporation, association, or a joint venture? n/a

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 Greenspoon Marder LLP (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

I/we are fully aware that all approvals automatically expire within 12 months of City of Dania Beach Planning and Zoning Board or City Commission approval, or pursuant to the expiration timeframe listed in Part 6 of the Dania Beach Land Development Code.

STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

Matthew Furnas, PGP Dania Beach CFO
By: Matthew Furnas
(Owner / Agent signature*)

BEFORE ME THIS 30th DAY OF August, 2024

By:

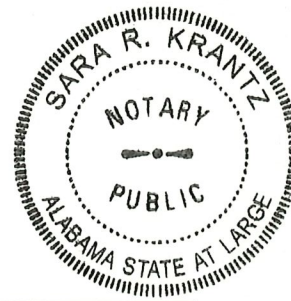
SARA R KRANTZ
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary Sara R Krantz
(Signature of Notary Public – State of ALABAMA)

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.**

Is property owned individually, by a corporation, association, or a joint venture? n/a

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 Greenspoon Marder LLP (individual/firm) to represent me/us in all matters related to this application. I/we hereby acknowledge that the applicable fee was established to offset administrative costs and is not refundable.

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STATE OF FLORIDA
COUNTY OF BROWARD
The foregoing instrument
Was acknowledged

By: [Signature]
(Owner / Agent signature*)

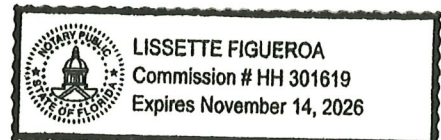
BEFORE ME THIS 28th DAY OF August, 2024

By:

Lissette Figueroa
(Print name of person acknowledging)

(Joint owner signature if applicable)

Notary [Signature]
(Signature of Notary Public – State of Florida)



Personally known ☒ or Produced Identification _____

Type of identification produced: _____ or Drivers License _____

***If joint ownership, both parties must sign. If partnership, corporation or association, an authorized officer must sign on behalf of the group. A notarized letter of authorization from the owner of record must accompany the application if an authorized agent signs for the owner(s).**

NO APPLICATION WILL BE AUTOMATICALLY SCHEDULED FOR A MEETING.

***ALL APPLICATIONS MUST BE DETERMINED COMPLETE BY STAFF
BEFORE PROCESSING OCCURS.***

City of Dania Beach APPLICATION TYPE AND FEE SCHEDULE

INCOMPLETE SUBMITTALS ARE NOT ACCEPTABLE FOR REVIEW AND PROCESSING.

The following fees shall apply to all applications for land use plan amendments, rezoning, special exception use, variances, site plans and other zoning related applications. These fees are used to defray staff cost in the evaluation of the proposal made and provide for the required notices and public advertisements according to Florida State statutes and the Dania Beach Land Development Code. Should any applicant have more than one type of request submitted to the City, the applications involved should be submitted at the same time. The present City policy is to have concurrent reviews being processed before the final review and actions by the Planning and Zoning Board, City Commission, or both. It is the obligation of each applicant to review the appropriate City Codes and design standards related to the proposal before making any application to the City. The standard review process for all development applications are two (2) review cycles. **Any additional review or public notice required by staff or professional consultants will be charged to the applicant as per "Section 685-10 Cost Recovery for Development Review" of the Dania Beach Land Development Code.**

APPLICATION TYPE	FEE
LAND USE	
Assignment of Flex Units or Acreage	Filing fee = \$4,000.00 plus \$5.00 per flex, reserve or LAC/RAC unit or hotel room or \$100 per acre or portion of such area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Change of Land Use	Filing fee = \$7,000.00, plus \$500.00 per acre or portion of area <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
ZONING	
Change of Zoning (Rezoning)	Less than 2 acres - \$2,600.00 Greater than 2 acres - \$6,200.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Zoning Code Text Amendment	Changing the list of Permitted Uses - \$6,000.00 General Text - \$2,000.00
PLAT	(Perimeter) Filing fee = \$3,000.00 plus \$50.00 per acre or portion of such area (Subdivision) Filing fee = \$3,000.00 plus \$100 per acre or portion of such area <u>Cost Recovery Fee: \$10,000.00</u> <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Delegation Request	\$1,500.00 <u>Cost Recovery Fee: \$10,000.00</u> <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
SITE PLAN	
Site Plan	Filing Fee: \$3,000.00 Plus , retainer for staff/consultant review, administrative and notice costs as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code) <u>Cost Recovery= \$10,000.00</u> Fire Plan Review Fee: \$1,120.00 <u>Minimum fee: \$14,120.00</u> <i>Includes Staff processing, two (2) review cycles, advertising and notice costs</i>
Site Plan Revisions	Filing Fee: \$1,500.00 Fire Plan Review Fee: \$200.00 <u>Cost Recovery Fee: \$10,000.00</u> <i>Two (2) review cycles.</i> <i>(Plus, fee for each associated variance as listed in the fee schedule and cost as per "Section 685-10 Cost Recovery for Development Review" of the Land Development Code)</i>
Extension of Approval(s) (Site plan, variance, special exception requests)	\$1,250.00 – Single Extension (PLUS) an additional \$ 250.00 for each associated approval

City of Dania Beach
APPLICATION TYPE AND FEE SCHEDULE

SPECIAL EXCEPTION	
SPECIAL EXCEPTION	Filing fee = \$4,000.00 <i>Includes Staff processing, 2 review cycles, advertising and notice costs</i>
Additional Resubmittal (In addition to the standard (2) review cycles)	Any additional review or public notice required by staff or professional consultants due to the negligence of the applicant will be charged to the applicant as per Article 685-10 Cost recovery for Development Review of the Dania Beach Land Development Code.
VARIANCES, APPEALS & WAIVERS	
Administrative, Single Family	\$ 350.00
Administrative, all other	\$ 700.00
Single Family/Community Facility	\$ 500.00
Duplex & Triplex	\$1,150.00
Multifamily, Hotel, Condo-Hotel (per variance)	\$2,500.00
Nonres. (per variance), Wall Signs, Monument Signs, Pole Signs (As permitted)	\$2,000.00
Appeal (single family & comm fac)	\$ 700.00
Appeal (all other uses)	\$2,000.00
Dumpster Appeal to Com. Dev. Dir.	\$ 200.00
Dumpster Appeal to City Com.	\$ 500.00
Alcoholic Beverage Variance	\$1,400.00
Mobility Application	\$1,400.00
Traffic-way Waiver	\$4,000.00
Vacation – Road/Easement	\$3,500.00
Alcohol Beverage Variance	\$1,400.00
Alcohol Extended Hours License Application	\$2,400.00
Alcoholic Beverage Waiver	\$1,000.00
Zoning Review: State Liquor License	\$ 125.00
Outdoor Seating/Dinning	\$ 100.00
Assisted Living Facility	\$ 100.00
CRA Grant Application	\$ 250.00
UNSPECIFIED	\$ 500.00 (PLUS any outside costs incurred by the city as per "Section 685-10 Cost Recovery for Development Review" of the land Development Code)
Zoning Information Letter	\$ 300.00
Certificate of Use- Residential	\$ 50.00
Super Graphic	\$ 250.00

Revised – 02-24-21 as per City Commission Approval Resolution #2021-021

Justification Narrative for Amendment to Text of Land Development Regulations
Proposing a New Zoning District

The enclosed application to amend the text of the City's Land Development Regulations (LDRs) proposes the establishment of a new zoning district, Beach Gateway Mixed-Use II district ("GTWY II"), which is designed to mirror the existing Beach Gateway Mixed-Use district ("GTWY") with key modifications: the maximum density will be increased to 85 units per acre, and the maximum building height will be raised to 8 stories. Additionally, GTWY-MU-II will require the inclusion of at least one amenity from a designated list of three options:

- Sustainable Building Practices
- Provide Public Parking
- Provide Public Parks

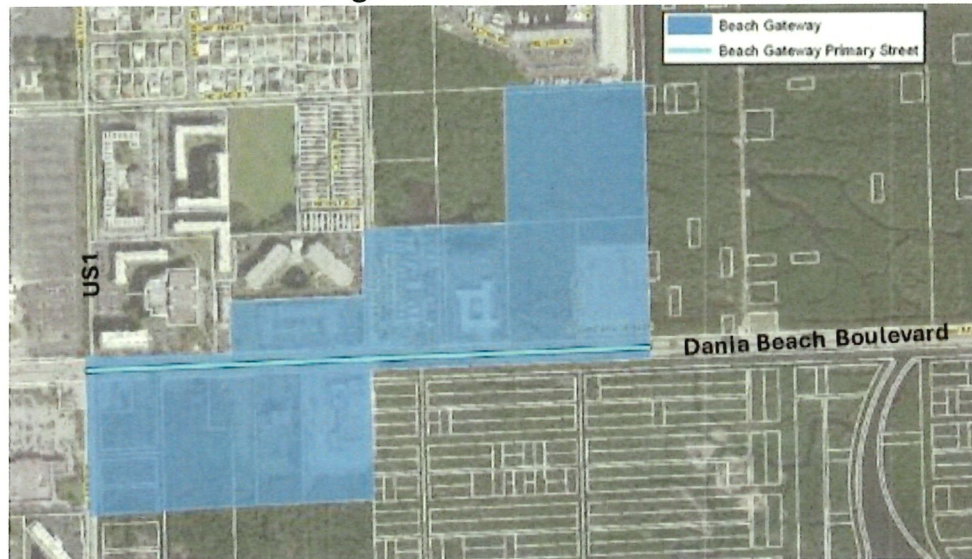
The GTWY district is a form-based code that was established by the City in 2010 with regulations that included density and height incentives with the intent of attracting new development. These incentives allowed for greater building heights and higher density on properties within the district. Specifically, properties in the GTWY district could achieve densities of up to 100 units per acre instead of 50 units per acre and building heights of up to 14 stories instead of 7 stories. As a result, some parcels along Dania Beach Boulevard have been developed or have plans approved to be developed with densities and heights beyond the base permitted.

In March 2024, the City amended its Land Development Code to eliminate the incentives allowing additional height and density. The new proposed GTWY II district uses the existing GTWY district as its foundation and recaptures density and height incentives, but to a lesser degree than before, and as illustrated below.

Regulation		2010 GTWY District	2024 Amended GTWY District	Proposed GTWY II District
DENSITY	Base Density	50 du/ac	50 du/c	85 du/ac
	Max Density	100 du/ac	50 du/c	85 du/ac
HEIGHT	Base Height	7 Stories	7 stories	8 stories
	Max Height	14 Stories	7 stories	8 stories

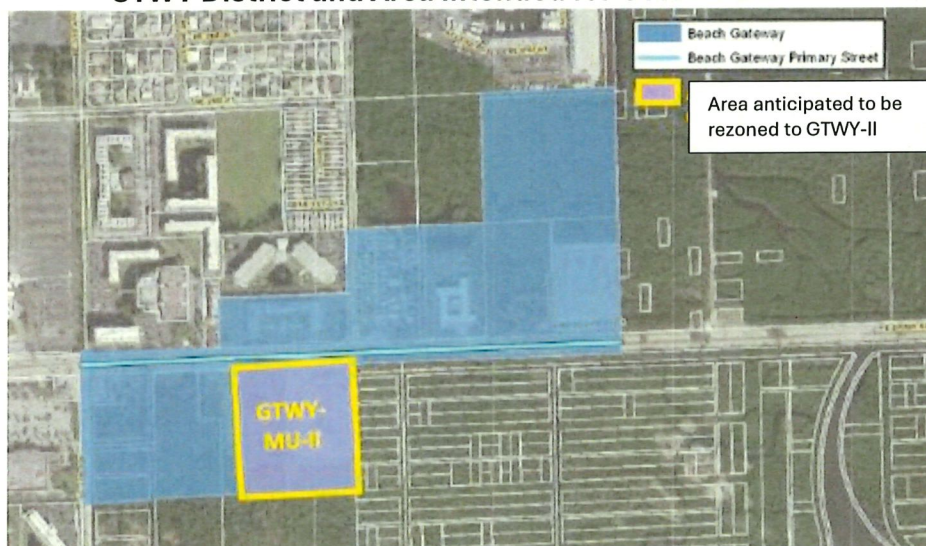
The existing GTWY district is applicable to certain properties generally located along Dania Beach Boulevard east of US1 in the City's CRA/RAC depicted below:

Existing GTWY District Boundaries



The new GTWY II district is anticipated to be used for an area that is currently designated GTWY and depicted below. The GTWY II district aims to allow development on those parcels consistent with existing or approved projects nearby. An application to rezone those parcels to GTWY II would be required. A conceptual site plan is included with this submittal to demonstrate that the height and density proposed as part of the GTWY II district are achievable on the sites anticipated to come forward with an application to rezone to the GTWY II district.

GTWY District and Area Intended for GTWY II District



The proposed GTWY II district is designed to be consistent with the densities and intensities of the neighboring developments that have been built or approved with incentives provided for under the pre-2024 GTWY district. This approach ensures a harmonious integration of new projects with the existing development pattern. Conceptual site plans are included to demonstrate that the proposed maximum density and height are achievable within the GTWY II district. By aligning the new development standards with the existing densities and intensities in the vicinity, we ensure that the growth is balanced and compatible.

The enclosed submittal includes the proposed GTWY-II district text, as well as amendments to other code sections impacted by the addition of the GTWY-II district.

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission meeting on the following date to consider the following application:

DATE: Tuesday, May 13, 2025
TIME: 7:00 p.m. or as soon thereafter as the same may be heard
PLACE : City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-048-24:** The applicant, Greenspoon Marder, LLP, is requesting to create a new zoning district within the City's Code of Ordinances, Land Development Code (LDC), establishing Gateway Mixed-Use II zoning district. (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE"; AT PART 3, ENTITLED "SPECIAL ZONING DISTRICTS", SUBPART 1 ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS" TO CREATE THE "BEACH GATEWAY MIXED USE II DISTRICT", (GTWY-MU-II), AT SECTION 303-75, ENTITLED "GTWY-MU-II, BEACH GATEWAY MIXED-USE II DISTRICT"; ALSO TO PROVIDE FOR THE FOLLOWING REVISIONS: AMENDING ARTICLE 300 ENTITLED "HOW TO USE", SECTION 300-70, ENTITLED "COMMONLY USED ABBREVIATIONS"; AMENDING ARTICLE 302, ENTITLED "DETAILED USE REGULATIONS", SECTION 302-10, ENTITLED "PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES"; AT SECTION 302-40, ENTITLED "MIXING OF USES"; AMENDING ARTICLE 304, ENTITLED "BUILDING HEIGHT AND TRANSITION REGULATIONS", AT "SECTION 304-10, ENTITLED "GENERALLY"; AMENDING ARTICLE 307 ENTITLED "LANDSCAPING REGULATIONS", AT SECTION 307-10, ENTITLED "ON-SITE LANDSCAPING REQUIREMENTS"; AMENDING PART 1 "USE REGULATIONS", ARTICLE 100 ENTITLED "GENERAL USE REGULATIONS APPLYING TO ALL ZONING DISTRICTS", AT SECTION 100-60 ENTITLED "ESTABLISHMENT OF ZONING DISTRICTS"; AMENDING ARTICLE 105 ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS", AT SECTION 105-170 ENTITLED "COMMUNITY RESIDENTIAL HOMES AND RESIDENTIAL CARE FACILITIES"; AMENDING ARTICLE 110 ENTITLED "USE REGULATIONS FOR COMMERCIAL AND MIXED-USE DISTRICTS", AT SECTION 110-20 ENTITLED "LIST OF PERMITTED, SPECIAL EXCEPTION AND PROHIBITED USES"; AMENDING AT PART 2, "SITE DEVELOPMENT REGULATIONS", ARTICLE 200 ENTITLED "USER GUIDE FOR PART 2 OF THE CODE", AT SECTION 200-40 ENTITLED "HOW PART 2 OF THIS CODE RELATES TO THE CRA FORM-BASED AND PMUD REGULATIONS"; AMENDING ARTICLE 265 ENTITLED "OFF-STREET PARKING REQUIREMENTS", AT SECTION 265-91 ENTITLED "PARKING REDUCTIONS FOR TRANSPORTATION DEMAND MANAGEMENT STRATEGY IMPLEMENTATION WITHIN THE CRA FORM-BASED DISTRICTS"; AMENDING ARTICLE 275 ENTITLED "LANDSCAPING REQUIREMENTS", AT SECTION 275-170 ENTITLED "LANDSCAPE

REQUIREMENTS FOR SCREENING”; AMENDING PART 5 “SIGNAGE AND DESIGN REGULATIONS”, ARTICLE 505 ENTITLED “SIGN REGULATIONS”, AT SECTION 505-20 ENTITLED “DEFINITIONS”; AMENDING SECTION 505-90 ENTITLED “SIGNAGE REGULATIONS FOR MIXED USE CRA FORM BASED ZONING DISTRICTS”; AMENDING SECTION 505-210 ENTITLED “COMMUNITY REDEVELOPMENT AREA DESIGN INCENTIVES”; AND AMENDING PART 7, ENTITLED “ CODE ADMINISTRATION”, ARTICLE 700 ENTITLED “CODE ADMINISTRATION AND LEGAL PROVISIONS”, SECTION 725-30 ENTITLED “TERMS DEFINED”; PROVIDING FOR CODIFICATION, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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 based. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Applicant: Greenspoon Marder, LLP

Application Site: City Wide

Request: Text Amendment to create a new zoning district within the City’s Code of Ordinances, Land Development Code (LDC), establishing Gateway Mixed-Use zoning district.

Hearing Date & Time: May 13, 2025 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, Deputy Director, 954-924-6805 Ext. 3704



City of Dania Beach Community Development Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-003-25: The applicant, the City of Dania Beach, is requesting several text amendments to the City's Code of Ordinances, Land Development Code (LDC) (First Reading).

Request:
TEXT AMENDMENT

1. Amending Section 105-40, entitled "Townhouse" to add restrictions as to pervious area.
2. Amending, Section 230-40, entitled "Minimum floor area for dwellings and lodging units" to reduce the minimum dwelling unit size and adding Accessory Dwelling Units (ADU).
3. Amend Section 265-51, entitled "Minimum off-street bicycle parking requirements" to identify single family homes.
4. Amending Section 309-10, entitled "Complete street improvement" to remove reference to the Community Redevelopment Agency (CRA) Redevelopment plan, CRA and CRA Executive Director.
5. Amend Section 310-10, entitled "Residential building types" to remove several dimensional requirements.
6. Amend Section 311-20, entitled "Frontage type definitions and standards" to remove several dimensional requirements.
7. Amend Section 605-30, entitled "Application submittal requirements" to require a traffic statement when a traffic study is not warranted.
8. Amending Section 725-30, entitled "Terms defined" to add several terms and definitions.

Background:

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

TEXT AMENDMENT

The following amendments to the City's unified LDC are proposed:

1. TOWNHOUSE

This amendment prohibits the use of a townhouse back yard to count towards the required pervious area. After a developer received Site Plan approval of a new townhome project individual townhome owners often request permits to construct a patio or deck behind their unit, which detrimentally affects the pervious area and drainage calculations of the entire site. Excluding this area from the calculations will alleviate this reoccurring situation.

2. UNIT SIZE

The change proposed to this section reduces the minimum dwelling unit size to 300 square foot minimum, making it possible to build a tiny home. This is consistent with the previous Tiny Home language recently approved by the Planning and Zoning Board. The amendment also adds Accessory Dwelling Units (ADU) unit type consistent with recent amendment language.

The Planning and Zoning Board requested that the 300 square foot residential minimum be removed.

3. BICYCLE PARKING

This change identifies that no bicycle parking is required for a single-family home. Previously the code was silent as to this issue.

4. COMPLETE STREET

These modifications removes reference to the Community Redevelopment Agency (CRA) Redevelopment plan, CRA and CRA Executive Director consistent with recent reorganization implemented by the City Commission. It also identifies the City's Public Services Director as maintaining a list of complete street improvements.

5. RESIDENTIAL BUILDING TYPES

These amendments change porches and balconies from required to optional for the single-family and two-family building types.

6. FRONTAGE TYPE

The proposed changes will eliminate the elevation requirement and dimensional requirements for the different frontage types, which are often problematic, making the regulations easier to achieve. The Department has found that applicants struggle meeting these exact specifications. These changes will modify several frontage types, including:

- Porch frontage
- Balcony over porch frontage

- Dooryard frontage
- Stoop frontage
- Shop frontage and modified shop frontage
- Forecourt frontage

7. APPLICATION SUBMITTAL REQUIREMENTS

This change adds a traffic statement when less than 50 PM peak trips are generated by a proposed project to the list of submittal requirements. This matches the current policy of the Planning and Zoning Division.

8. TERMS DEFINED

This amendment adds the following terms and associated definitions:

- Accessory dwelling unit (ADU)
- Dwelling unit
- Transit hub

This application requires two (2) public hearings by the City Commission.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On April 16, 2025, Board Member De Las Salas amended the motion to approve by requesting the amendment to eliminate the minimum 300 square footage for a residential dwelling unit. The Planning and Zoning Board unanimously recommended approval of the text amendments as amended.

Staff Recommendation

Staff recommends the City Commission approve the proposed amendments on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” TO CLEAN UP LANGUAGE RELATING TO ACCESSORY STRUCTURES; AT PART 1, ENTITLED “USE REGULATIONS”, ARTICLE 105, ENTITLED “USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS”, AT SECTION 105-40, ENTITLED “TOWNHOUSES” IN ORDER TO CALCULATE PERVIOUS AREA; AMENDING PART 2, ENTITLED “SITE DEVELOPMENT REGULATIONS”, ARTICLE 230, ENTITLED “SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS”, AT SECTION 230-40, ENTITLED “MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS” TO ADDRESS MINIMUM FLOOR AREA AND ACCESSORY STRUCTURES; AMENDING PART 3, ENTITLED “SPECIAL ZONING DISTRICTS”; SUBPART 1, ENTITLED “COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS”, ARTICLE 309, ENTITLED “ADDITIONAL DEVELOPMENT STANDARDS”, AT SECTION 309-10 ENTITLED “COMPLETE STREET IMPROVEMENTS” TO MODIFY THE BUILDING LINE AND CLARIFY REFERENCES TO THE CRA AND CITY; AMENDING ARTICLE 310, ENTITLED “BUILDING TYPES”, AT SECTION 310-10, ENTITLED “RESIDENTIAL BUILDING TYPES” TO MAKE PORCHES OPTIONAL; AMENDING ARTICLE 311, ENTITLED “FRONTAGE TYPES”, AT SECTION 311-20, ENTITLED “FRONTAGE TYPE DEFINITIONS AND STANDARDS” TO MODIFY PORCH, STOOP, DOORYARD, SHOP AND FORECOURT FRONTAGES; AMENDING PART 7, ENTITLED “CODE ADMINISTRATION”; ARTICLE 725, ENTITLED “DEFINITIONS”, AT SECTION 725-30, ENTITLED “TERMS DEFINED” TO DEFINE PRINCIPAL AND ACCESSORY DWELLING UNITS; AND PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is seeking to amend the Land Development Code (LDC) in order to clarify certain provisions relating to accessory dwelling units, principal dwelling units, frontage, use of porches, stoops, dooryards, shops and forecourt frontages; and

WHEREAS, the City is in the midst of adopting regulations relating to accessory dwelling units, and the proposed edits in this ordinance would accompany or are necessary to fully implement the changes in the code because of accessory dwelling units; and

WHEREAS, it is in the best interests of the City, for the health, safety and welfare of the City's residents to make the modifications proposed below.

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 28, entitled "Land Development Code", at Part 1, "Use Regulations", Article 105, "use Regulations for Residential and Open Space Zoning Districts", at Section 105-40, "Townhouses", be amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 1. USE REGULATIONS

* * *

ARTICLE 105 – USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS

* * * *

Sec. 105-40. Townhouses.

In order to encourage and facilitate attractive and sustainable design of townhouses, townhouse developments shall be designed in compliance with the following standards.

- (A) Common walls between units shall be party walls, fire walls or as otherwise required for attached single-family dwellings in the Florida Fire Prevention Code. No interconnection between individual dwelling units is permitted.
- (B) Townhouse developments shall comply with one (1) of the following methods of land transfer and ownership:
 - (1) The subdivision of the whole tract into individual lots, each to contain one (1) townhouse dwelling unit, together with the platting of the property in accordance with this code; or

- (2) Establishment of a condominium corporation by which the actual dwelling units are under individual ownership and the common areas of the development are owned by the condominium corporation; or
- (3) Maintaining the entire development in single ownership by recording a unity of title agreement with the city as a party, stipulating that the development shall not be subdivided unless in compliance with all requirements of this code and the city's release of the property from the unity of title.

(C) Pervious area shall be calculated for the entire development, excluding back yards of each townhouse unit.

* * *

Section 3. That Chapter 28, entitled “Land Development Code”, at Part 2, “Site Development Regulations”, Article 230, “Special Floor Area, Building Dimension and Building Size Standards” at Section 230-40, “Minimum floor areas for dwellings and lodging units”, be amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 2 - SITE DEVELOPMENT REGULATIONS

* * *

ARTICLE 230 - SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS

* * *

Sec. 230-40. Minimum floor areas for dwellings and lodging units.

~~(A) Multifamily~~ All residential dwellings units shall contain be a minimum of three hundred (300) square feet.

~~(B) Multifamily dwelling units shall be a minimum of at least five hundred (500) square feet of net floor area for efficiencies, seven hundred fifty (750) square feet for one-bedroom units, nine hundred (900) square feet for two-bedroom units, one thousand one hundred fifty (1,150) square feet for three-bedroom units, and one hundred fifty (150) square feet for each additional bedroom. Dens that are supplemental to a living room shall count as bedrooms.~~

~~(BC)~~ Hotel, extended-stay hotel, time-share, and condominium-hotel rooms, units, or keys shall contain at least two hundred fifty (250) square feet of net floor area.

~~(C) Detached single-family dwellings shall contain at least one thousand five hundred (1,500) square feet of net floor area.~~

(D) Accessory dwelling units (ADU) shall not exceed 500 square feet in size, as they are calculated as one-half of a dwelling unit, consistent with Broward County Land Use Plan, POLICY 2.2.5.

Section 4. That Chapter 28, entitled “Land Development Code”, at Part 2, “Site Development Regulations”, Article 265, entitled “Off-street Parking Requirements”, at Section 265-41, entitled “Minimum off-street bicycle parking requirements” is amended to read as follows:

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

PART 2 - SITE DEVELOPMENT REGULATIONS

* * *

ARTICLE 265 -- OFF-STREET PARKING REQUIREMENTS

* * *

Sec. 265-51. Minimum off-street bicycle parking requirements.

(A) The city's minimum bicycle parking requirements for the various land uses are summarized below:

Uses	Bike Spaces as % of Required Automobile Spaces	Minimum Long-Term Parking Spaces
Residential uses	5%	-
Commercial Uses	10%	-
Office Uses	10%	-
Industrial Uses	10%	-
Recreational/Community Facilities	25%	-
Educational Facilities	50%	-
Other Uses	10%	-
Train Stations/Park & Ride Lots	20%	50%

(B) Single family homes shall not be required to provide bicycle parking.

* * *

Section 5. That Chapter 28, entitled “Land Development Code”, Part 3, entitled “Special Zoning Districts”; Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 309, entitled “Additional Development Standards”, at Section 309-10 entitled “Complete Street Improvements” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

PART 3 -SPECIAL ZONING DISTRICTS

SUBPART 1. - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

ARTICLE 309. - ADDITIONAL DEVELOPMENT STANDARDS, AT SECTION 309-10 ENTITLED “COMPLETE STREET IMPROVEMENTS

Sec. 309-10. Complete street improvements.

(A) *Intent.*

- (1) Public pedestrian circulation is one of the most important aspects of a successful redevelopment area. This article is intended to ensure that optimal public pedestrian corridors are provided along all roadways to assure unobstructed, safe and convenient pedestrian access to and between adjacent buildings.
- ~~(2) Build-to-lines within the CC, SFED-MU, EDBB-MU and NBHD-MU districts are designed to place buildings at or near the back edge of wide sidewalks. The street sections approved by the city commission in the CRA Redevelopment Plan within these mixed-use districts are designed to include additional dedications for sidewalks and street landscaping.~~
- ~~(32)~~ On-street parking is a necessary component of a complete urban street, as it increases pedestrian safety and comfort by buffering pedestrians from street traffic and effectively reducing vehicle speed. On-street parking also reduces the need for off-street parking, which is a significant cost factor for urban redevelopment.

(B) *Dedication required.* A sidewalk and landscaping easement or special purpose right-of-way, as determined by the city, shall be dedicated for the area between the property line abutting each street and the planned street line ~~pursuant to the street sections approved by the city commission in the CRA redevelopment plan~~, in order to complete the public sidewalk. The dedication shall be required for property with at least 200 feet of street frontage or four (4) contiguous platted lots, whichever is less, prior to the issuance of any building permit for work cumulatively valued in excess of twenty-five thousand dollars (\$25,000.00) within any calendar using either the current RS Means or Marshall & Swift construction cost data publications. Along Federal Highway, in lieu of this requirement, right-of-way dedications are required in the amount necessary to complete the forty-six-foot half-section on each side of the centerline pursuant to the Broward County Trafficways Plan. The conceptual section for U.S. 1 will provide for the desired sidewalk width within the right-of-way required by the Broward County Trafficways Plan.

(C) *Construction of on-street parking, sidewalks and street furniture required.* Prior to the issuance of a building permit for any construction of a new principal building, or expansion to the gross floor area of an existing principal building exceeding the lesser of two thousand five hundred (2,500) square feet or thirty-three (33) percent of the existing gross floor area of

the building, the developer shall be required to comply with this section through one or more of the following methods:

- (1) Construct the sidewalk and on-street parking, and provide and install street furniture (including, but not limited to, benches, transit shelters, street lights, waste bins, and bike racks or lockers) for the street frontage abutting the property line of the development site, ~~pursuant to the specifications approved by the city commission in the CRA redevelopment plan~~; or
- (2) Provide for construction of these street improvements through private agreement with one (1) or more adjacent developers along the abutting right-of-way, by which one (1) or more developers construct and install the street improvements along the right-of-way and are reimbursed by the adjacent developers in proportion to their respective shares of right-of-way abutting each developer's parcel; or
- (3) Make payment in lieu of the construction of the improvements pursuant to subsection (D), at the city's option. For each development which is required to comply with this section, the community development director, in coordination with the public services director, shall review the proposed development plan and location, and determine whether the developer shall be recommended to comply with this section through construction of the required street improvements or through payment to the city in lieu of construction in accordance with subsection (D) below.

(D) *Payment in lieu of construction for complete street improvements.* The amount of the required payment to the payment-in-lieu program for complete street improvements shall be determined by the average cost to the ~~city community redevelopment agency~~ for the construction and provision of required improvements ~~provided in the community redevelopment agency redevelopment plan~~ on an average cost basis for each foot of the street frontage of each lot. The average total cost shall be determined by the public services director in coordination with the community development director and the director of finance based upon the total cost of all improvements for a typical block face, divided by the number of linear feet of the typical block face. The costs shall include actual costs and fees for design, legal and engineering services, actual construction and hardware, inspection, finance, and planning. The in-lieu fee payment amount based on these average total costs shall be established administratively by the public services director in coordination with the community development director and the director of finance. For new construction or expansion to the gross floor area of an existing principal building exceeding the lesser of two thousand five hundred (2,500) square feet or thirty-three (33) percent of the existing gross floor area of the building, payment in lieu of construction of street improvements, if used to comply with this section, shall be due prior to the issuance of a building permit for vertical construction of or expansion to a principal building or structure on the lot, provided that the property owner may execute an agreement with the city that requires payment prior to the initial certificate of occupancy. This agreement shall require the property owner to provide for surety in the event of default in a form and amount approved by the city attorney.

- (1) *Annual evaluation.* The amount determined to be the total average cost for improvements to a typical block face in subsection (D) shall be evaluated yearly by the Public Services Director ~~community development director~~ based upon the Construction Cost Index (CCI) or the Consumer Price Index (CPI). If determined to be necessary, the in-lieu fee

payment amount shall be amended administratively by the public services director in coordination with the community development director and the director of finance.

- (2) *Deposit of payment-in-lieu program funds.* Funds generated through the complete street improvements in-lieu fee program shall be deposited in an account or accounts specifically established by the ~~community redevelopment agency~~ city to provide the required improvements within the applicable district of the street improvement payment-in-lieu districts ~~established by the community redevelopment agency~~. The ~~community development director and the executive director of the~~ Public Services Director ~~community redevelopment agency~~ shall maintain a map which includes a listing of the complete street improvements payment-in-lieu districts and geographic locations of such districts, for the purposes of the administration of this section.
- (3) *Use of payment-in-lieu program funds.* The fees collected through the complete street improvements payment-in-lieu fund shall be used only for the construction and improvement activities established pursuant to subsection (D) within the applicable payment-in-lieu of construction district, or to reimburse capital costs or advances, or related financing costs, for such complete street construction and improvement activities undertaken, or being undertaken, by the ~~city~~ community redevelopment agency within the applicable payment-in-lieu of construction district.

Section 6. That Chapter 28, entitled “Land Development Code”, Part 3, entitled “Special Zoning Districts”; Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 310, entitled “Building Types”, at Section 310-10, entitled “Residential building types” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3 - SPECIAL ZONING DISTRICTS

SUBPART 1 - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

ARTICLE 310 - BUILDING TYPES

Sec. 310-10. Residential building types.

- (A) *Single-family detached dwelling.* A detached dwelling unit located upon its own lot, having usable front, side and rear yards. This building type has the greatest setback from the street of all residential types, and the greatest overall combined yard area. This type is appropriate

in established neighborhoods predominated by single-family detached dwellings and two-family dwellings. A porch frontage or balcony over porch frontage is ~~required~~ optional.

- (B) *Two-family (duplex) dwelling*. A dwelling containing two (2) dwelling units that may be attached vertically or horizontally. A porch frontage or balcony over porch frontage is ~~required~~ optional. See section 525-40 for design standards applicable to two-family dwellings.

Section 7. That Chapter 28, entitled “Land Development Code”, Part 3, entitled “Special Zoning Districts”; Subpart 1, entitled “Community Redevelopment Area (CRA) Form-Based Zoning Districts”, Article 311, entitled “Frontage Types”, at Section 311-20, entitled “Frontage type definitions and standards” is amended as follows:

CHAPTER 28

LAND DEVELOPMENT CODE

* * *

PART 3 - SPECIAL ZONING DISTRICTS

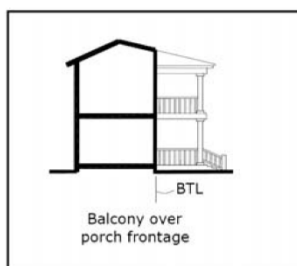
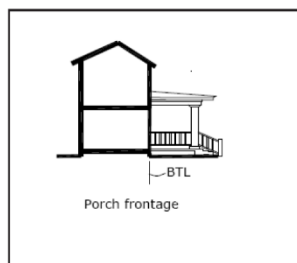
SUBPART 1 - COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS

* * *

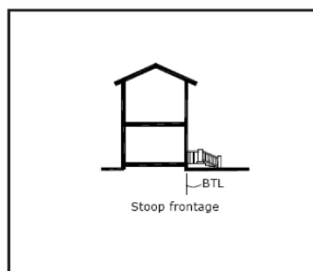
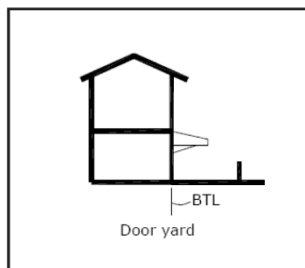
ARTICLE 311 – FRONTAGE TYPES

* * *

Sec. 311-20. Frontage type definitions and standards.



- (A) *Porch frontage.* A covered entry and outdoor room, ~~elevated between eighteen (18) inches and three (3) feet above the sidewalk~~, used in conjunction with front yards, that may extend forward of the building façade as a yard encroachment. A low fence ~~no more than three (3) feet above the sidewalk~~ may be used at the edge of the sidewalk in combination with a porch when the porch is set back from the sidewalk. Alternatively, a retaining wall ~~not higher than three (3) feet~~ may be used to raise the front lawn with steps leading through the retaining wall connecting the sidewalk with porch, provided that adequate on-site stormwater retention is provided. ~~A variety of porch designs are possible using the following standards:~~
- ~~(1) Eight (8) feet minimum depth;~~
 - ~~(2) Twelve (12) feet minimum width;~~
 - ~~(3) Eight (8) feet minimum vertical clearance from floor to ceiling for retrofits, but ten (10) feet is ideal.~~
- (B) *Balcony over porch frontage.* A frontage where the second-floor balcony or terrace extends completely above the first-floor porch and forms its roof. This pattern may be repeated up to and including a fourth floor.

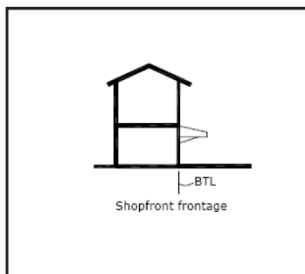


- (C) *Dooryard frontage.* A shallow yard, ~~generally eight (8) to twelve (12) feet in depth~~, open to the sky, separates the sidewalk and building façade. ~~Accordingly, the minimum street setback is eight (8) feet and the maximum street setback is twelve (12) feet, except that a greater BTL may be required in district edge conditions.~~ The yard may be at grade and separated from the sidewalk by a low decorative translucent fence of four (4) feet maximum height, or a terrace elevated ~~not more than three (3) feet~~ above the sidewalk that may also utilize a low decorative translucent fence. Residential dooryards can be open for the use of the dwelling occupants, but should be landscaped for greatest privacy. A terrace is suitable for an outdoor café as the eyes of diners are at the same level as passersby on the sidewalk. ~~Upper-story balconies may extend up to four (4) feet forward of the BTL.~~
- (D) *Stoop frontage.* An exterior stair and landing at a building entrance that extends forward of the BTL as an encroachment, located close to the street line and elevated ~~between one (1) and~~

eighteen (18) inches and three (3) feet above the sidewalk, securing privacy for the windows and front rooms, and demarcating a vertical transition from public to private realms. This type is suitable for ground-floor residential use, and may be interspersed with the shopfront frontage type. The street setback for a stoop frontage shall be the depth of the stoop, ~~which shall be not less than four (4) feet and not more than eight (8) feet, unless the standards for a given district require a BTL that is further back from the street line~~, in which case the stoop shall not encroach further than six (6) feet forward of the BTL. Upper-story balconies may extend up to four (4) feet forward of the BTL. A variety of stoop designs are possible, ~~with the following standards:~~

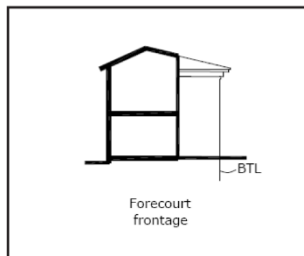
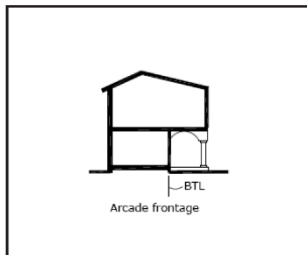
- ~~(1) Three (3) feet minimum platform depth, four (4) feet minimum overall depth;~~
- ~~(2) Three (3) feet minimum width;~~
- (3) Stoops must correspond directly to the building entry(ies);
- (4) Stoops may be covered by an awning or shed-type roof extending up to five (5) feet forward of the building façade for the width of the stoop.

(E) *Shop frontage and modified shop frontage.* A frontage in which a highly fenestrated façade is placed at or near the street line and the entrance is at sidewalk grade.



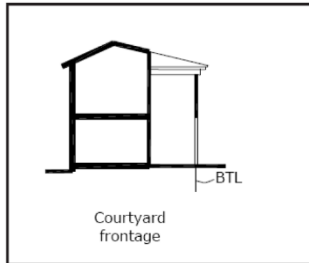
- (1) The shopfront type is conventional for retail use, and requires a minimum of seventy (70) percent translucent glazing on the ground floor, ~~with the window bottoms no higher than two (2) feet above the sidewalk~~. The modified shop frontage requires between thirty (30) and seventy (70) percent translucent glazing on the ground floor ~~between three (3) and eight (8) feet above sidewalk grade~~. The modified shopfront is ideal for ground-story office use and live/work units. Modified shop fronts are not permitted within the core of the City Center District, and shall not be utilized for buildings intended to house retail uses.
- (2) Shopfront store entrances should be recessed, not flush, with the edge of the building façade, to provide shelter for persons entering and exiting, to articulate the façade, and to provide maximum window display area at the entrance (the recess allows the angling the shop windows at a forty-five-degree angle from the façade to the entry). Modified shop front entries should not be recessed.
- (3) Street frontage façades shall have entryways at reasonable intervals, typically no more than fifty (50) feet apart. Ground level façades that face the street shall be designed with entrances, windows, display windows, or other display devices.
- (4) Shopfronts and modified shopfronts must be combined with one (1) of the following elements:

- (a) Gallery roofs (attached cantilevered shed or lightweight colonnade) are required to overlap the sidewalk to within three (3) feet of the curb face. The gallery roof may form a balcony for an upper floor. This pattern may be repeated for up to four (4) stories.
- (b) Awnings, which may be constructed of flexible or rigid materials, shall project from the building façade a minimum of seven (7) feet forward of the façade, and may extend over the sidewalk to within one (1) foot of the street tree planting trench or grates. Awnings shall extend along a minimum of eighty (80) percent of the building frontage, excluding recesses from the BTL for forecourts and courtyard frontages. Balconies on upper stories shall not project forward of the BTL with shopfront/awning frontage.



- (c) Arcades are colonnades supporting habitable space above, that extend a minimum ten (10) feet forward of the ground story façade at all points, and overlap the sidewalk. The arcade may extend to within three (3) feet of the curb face (provided there is no conflict with street trees and street light poles), or may be set back further provided there is a minimum ten (10) feet between the curb face and colonnades. The ground floor façade shall be located at the BTL, or behind the BTL if permitted by the applicable district regulations. Upper stories of the building may be built over the arcade.
- (F) *Forecourt frontage.* This frontage type is permitted as a supplemental frontage for commercial/mixed-use and live-work buildings. This frontage type features a façade that is built to the BTL but with the central portion being recessed and uncovered. This type must be used in conjunction with other frontage types. A forecourt may be used sparingly in conjunction with a shopfront, gallery or arcade frontage, and is suitable for gardens, outdoor dining, or in some cases, vehicular drop-off. A fence or wall at the BTL, not exceeding four (4) feet in height with a pedestrian opening, may be provided to define the space of the court. A variety of forecourt designs are possible with the following standards:
- (1) ~~The court must be between ten (10) feet and thirty (30) feet in depth, and between ten (10) feet in width and not wider than fifty (50) percent of the building's street frontage.~~

- (2) ~~Courts between ten (10) feet and fifteen (15) feet in depth should be at least seventy-five (75) percent paved and enhanced with landscaping.~~
- (3) ~~Courts between fifteen (15) feet and thirty (30) feet in depth must be designed with a balance between paving and landscaping, such that the paved area should comprise between fifteen (15) and seventy-five (75) percent of the court.~~



- (G) *Courtyard frontage*. This frontage type is permitted as a supplemental frontage for commercial/mixed-use, live-work and apartment buildings. Courtyard buildings are actually building types as much as they are frontage types, but are treated as frontage types because they can be combined with multiple building types. Courtyards are frontage and building type combination in which the building substantially occupies the boundaries of its lot, and the building frontage opens up into an internal yard provided in the form of a courtyard.

Section 8. That Chapter 28, entitled “Land Development Code”, Part 6, entitled “Development Review Procedures And Requirements”; Article 605, entitled “General Application Requirements”, at Section 605-30, entitled “Application submittal requirements” is amended as follows:

CHAPTER 28 LAND DEVELOPMENT CODE

* * *

PART 6 - DEVELOPMENT REVIEW PROCEDURES AND REQUIREMENTS

* * *

ARTICLE 605 - GENERAL APPLICATION REQUIREMENTS

* * *

Sec. 605-30. Application submittal requirements.

The community development director shall establish standardized application submittal requirements for each type of development application, which shall at a minimum include the following.

* * *

- (K) A traffic impact study is required to supplement a development application that, if approved, would generate in excess of fifty (50) gross peak hour trips based on applicable trip generation rate(s) in the Institute of Transportation Engineers' Trip Generation manual, most recent edition. If less than 50 gross peak hour trips will be generated by the development, submittal of a Traffic Statement is required. The traffic impact study shall be prepared using the roadway level of service standards and trip generation rates. A traffic impact study shall be prepared in accordance with methods outlined in Transportation Impact Analysis for Site Development: An ITE Recommended Practice (RP-020D) published by the Institute of Transportation Engineers in 2010. A memorandum of agreement summarizing the study's proposed project-specific methodology, including any deviations from guidelines contained in the Recommended Practice, must be approved in writing by the director prior to preparation of the study. Additional information may be required by the director if deemed necessary for review of the application's traffic impacts. The memorandum of agreement and the traffic impact study must be prepared by a professional engineer (PE) registered in the State of Florida, a Professional Transportation Planner (PTP) certified by the Institute of Transportation Engineers (ITE), or a planner certified by the American Institute of Certified Planners (AICP).

Section 9. That Chapter 28, entitled “Land Development Code”, Part 7, entitled “Code Administration”; Article 725, entitled “Definitions”, at Section 725-30, entitled “Terms defined” is amended as follows:

**CHAPTER 28
LAND DEVELOPMENT CODE**

* * *

PART 7 - CODE ADMINISTRATION

* * *

ARTICLE 725 - DEFINITIONS

* * *

Sec. 725-30. Terms defined.

Any term not defined in this section shall have the meaning given by the most recent edition of Webster's Unabridged Dictionary.

* * *

Accessory dwelling unit (ADU). An ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing within the same structure or on the same lot as the principal dwelling unit on a single-family zoned lot. This shall not be considered a multi-family use.

* * *

Dwelling unit, principal. The single-family home developed on the lot subject to all requirements of the zoning district to which it is located.

* * *

Transit station hub. A commuter railroad or multi-modal (rail and bus) stop with parking facilities, ticket counters, restrooms and other accessory facilities.

Section 10. That all ordinances or part of ordinances in conflict with the provisions of the Ordinance are repealed.

Section 11. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. The sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 12. 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

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 13, 2025

TIME: 7:00 p.m. or as soon thereafter as the same may be heard

PLACE : City Commission Chambers
Dania Beach City Hall
100 West Dania Beach Blvd.
Dania Beach, FL 33004

SUBJECT: **TX-003-25:** The applicant, the City of Dania Beach, is requesting several text amendments to the City's Code of Ordinances, Land Development Code (LDC). (First Reading)

The following is the proposed Ordinance of the matter:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED "LAND DEVELOPMENT CODE" TO CLEAN UP LANGUAGE RELATING TO ACCESSORY STRUCTURES; AT PART 1, ENTITLED "USE REGULATIONS", ARTICLE 105, ENTITLED "USE REGULATIONS FOR RESIDENTIAL AND OPEN SPACE ZONING DISTRICTS", AT SECTION 105-40, ENTITLED "TOWNHOUSES" IN ORDER TO CALCULATE PERVIOUS AREA; AMENDING PART 2, ENTITLED "SITE DEVELOPMENT REGULATIONS", ARTICLE 230, ENTITLED "SPECIAL FLOOR AREA, BUILDING DIMENSION AND BUILDING SIZE STANDARDS", AT SECTION 230-40, ENTITLED "MINIMUM FLOOR AREAS FOR DWELLINGS AND LODGING UNITS" TO ADDRESS MINIMUM FLOOR AREA AND ACCESSORY STRUCTURES; AMENDING PART 3, ENTITLED "SPECIAL ZONING DISTRICTS"; SUBPART 1, ENTITLED "COMMUNITY REDEVELOPMENT AREA (CRA) FORM-BASED ZONING DISTRICTS", ARTICLE 309, ENTITLED "ADDITIONAL DEVELOPMENT STANDARDS", AT SECTION 309-10 ENTITLED "COMPLETE STREET IMPROVEMENTS" TO MODIFY THE BUILDING LINE AND CLARIFY REFERENCES TO THE CRA AND CITY; AMENDING ARTICLE 310, ENTITLED "BUILDING TYPES", AT SECTION 310-10, ENTITLED "RESIDENTIAL BUILDING TYPES" TO MAKE PORCHES OPTIONAL; AMENDING ARTICLE 311, ENTITLED "FRONTAGE TYPES", AT SECTION 311-20, ENTITLED "FRONTAGE TYPE DEFINITIONS AND STANDARDS" TO MODIFY PORCH, STOOP, DOORYARD, SHOP AND FORECOURT FRONTAGES; AMENDING PART 7, ENTITLED "CODE ADMINISTRATION"; ARTICLE 725, ENTITLED "DEFINITIONS", AT SECTION 725-30, ENTITLED "TERMS DEFINED" TO DEFINE PRINCIPAL AND ACCESSORY DWELLING UNITS; AND PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

Please be advised that if a person decides to appeal any decision made by Local Planning Agency, the Planning and Zoning Board or the City Commission with respect to any matter considered at this hearing, such person will need a verbatim record of the proceedings and for this purpose such person 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. The City does not provide or prepare such record pursuant to F.S. 286.0105.

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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Application Site: City Wide

Request: Text Amendments to the City's Code of Ordinances, Land Development Code (LDC).

Hearing Date & Time: May 13, 2025 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, Deputy Director, 954-924-6805 Ext. 3704



City of Dania Beach Community Development Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Director
Corinne Lajoie, AICP, Deputy Director

SUBJECT: TX-009-25: The applicant, the City of Dania Beach, is requesting several text amendments to signage regulations in the City's Code of Ordinances, Land Development Code (LDC).(First Reading).

Request:

TEXT AMENDMENT

1. Amend Section 505-40, entitled "Detailed sign standards" to maximum number of various sign types.
2. Amend Section 505-50, entitled "Prohibited signs" to remove duplicative language.
3. Amend Section 505-90, sign regulations for mixed use zoning to clarify language and correct section references.
4. Amend Section 505-110, sign regulations for commercial zoning to add regulations for projecting signs.
5. To strike Section 505-140 regarding certificate of compliance deleting entire section.
6. Amend Section 505-190, entitled "Signage review, approval and fees" to require a permit and eliminate certificate of compliance requirements.

Background:

On September 14, 2010, the City Commission approved the City's new Land Development Code (LDC) referred to as OneCode. As staff continues to use the new regulations, scrivener's errors, inaccuracies and vague, imprecise or ambiguous language continues to emerge, some of which staff is proposing to address at this time. In addition, over time any set of regulations becomes antiquated unless periodically updated.

TEXT AMENDMENT

The following amendments to the City's unified LDC are proposed:

1. DETAILED SIGN STANDARDS

The modifications proposed are to two sign types: Gallery Edge identification signs and Wall Identification signs. For the Gallery Edge identification signs, the request is to remove the combined signage requirement, allowing the permitted square footage to control. For the Wall Identification signs, the request is to remove the number of permissible wall signs allowing the permitted square footage to control.

2. PROHIBITED SIGNS

This change is to remove a duplicative provision and adjust accordingly.

3. SIGNAGE FOR MIXED-USE

This modification proposes changes to three sign types: Portable signs, Projecting signs, and Wall and Gallery Edge identification signs. The Portable signs amendment is to remove reference to a restaurant and replace with a general business reference. The changes proposed to the Projecting signs are to eliminate the sign area and number of sign restrictions. The amendments to the Wall and Gallery Edge identification signs are to correct the section reference.

4. SIGNAGE FOR COMMERCIAL

The change proposed to the Commercial signage is to add reference to PMUD and PMUD-SL zoning districts to this regulation category and to add the 'Projection signs above the ground story' sign types allowed, along with the provisions for this new sign category.

5. CERTIFICATE OF COMPLIANCE

This amendment proposes to remove all reference to certification of compliance for signs and instead only requires a permit to be issued. This change is consistent with current practice.

6. SIGNAGE REVIEW

This provision continues the elimination of a certificate of compliance for signs by striking all reference to it. This change is consistent with current practice.

This application requires two (2) public hearings by the City Commission.

Budgetary Impact

None.

Recommendation

Planning and Zoning Board Recommendation

On April 16, 2025, the Planning and Zoning Board recommended approval of the proposed amendments to the City Commission.

Staff Recommendation

Staff recommends the City Commission approve the proposed amendments on first reading.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 28, ENTITLED “LAND DEVELOPMENT CODE” PART 5, ENTITLED “SIGNAGE AND DESIGN REGULATIONS”; ARTICLE 505, ENTITLED “SIGN REGULATIONS”, AT SECTION 505-40, ENTITLED “DETAILED SIGN STANDARDS” TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-50, ENTITLED “PROHIBITED SIGNS,” TO MODIFY SIGN PLACEMENT; AMENDING SECTION 505-90, ENTITLED “SIGNAGE REGULATIONS FOR THE MIXED-USE CRA FORM-BASED ZONING DISTRICTS (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU)” TO AUTHORIZE PORTABLE SIGNS FOR ALL BUSINESSES AND TO MODIFY WALL SIGN REGULATIONS; AMENDING SECTION 505-110, ENTITLED “SIGNAGE REGULATIONS FOR SHOPPING CENTERS, AND LARGE RETAIL ESTABLISHMENTS IN COMMERCIAL DISTRICTS (C-1; C-2; C-3; C-4), AND PLANNED MIXED-USE DISTRICTS (PMUD, PMUD/SL)” RELATING TO PROJECTING SIGNS; REPEALING SECTION 505-140, ENTITLED “SIGNS EXEMPT FROM CERTIFICATE OF COMPLIANCE REQUIREMENT”; AND TO SUBSTANTIALLY REVISE SECTION 505-190, ENTITLED “SIGNAGE REVIEW” TO REMOVE THE APPROVAL PROCESS AND FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; CODIFICATION; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City seeks to update its signage code to modify the regulations relating to wall signs, projecting signs, and temporary signs; and

WHEREAS, it is in the best interests of the City, for the health, safety and welfare of the City’s residents to make the modifications proposed below.

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 28, entitled “Land Development Code”, Part 5, entitled “Signage and Design Regulations”; Article 505, entitled “Sign Regulations”, at Section 505-40, entitled “Detailed sign standards” is amended as follows:

* * *

CHAPTER 28
LAND DEVELOPMENT CODE

* * *

PART 5 - SIGNAGE AND DESIGN REGULATIONS

* * *

ARTICLE 505 - SIGN REGULATIONS

* * *

Sec. 505-40. Detailed sign standards.

* * *

(F) *Gallery edge identification signs* are allowed on the ground floor of a building, subject to the following requirements:

~~(7) The combined number of all gallery edge, wall, awning, and canopy signs on a building frontage shall not exceed the number of wall signs allowed for the building frontage in subsection 505-40(O)(10).~~

* * *

(M) *Wall identification signs.*

- (1) Wall identification signs shall be centered within the signable surface upon which placed, provided that for corner establishments, signs may be corner-justified if signs are placed on both corner frontages an equal distance from the building corner.
- (2) Except for integral roof signs, the top of any building sign shall be at least twelve (12) inches below any eave, and at least twenty-four (24) inches from the roofline or top of parapet, whichever is higher. No part of a building sign shall be closer than six (6) inches to an architectural facade feature.
- (3) Signage is not allowed within one (1) foot of a building corner, nor within one (1) foot of the demising wall of an establishment.
- (4) Electrical raceways and conduits shall be concealed from view. Raceways shall be placed inside the building wall or shall be painted the color of the sign background.
- (5) Cabinet signs are prohibited, except where constructed of an opaque sign face with translucent cut-outs for sign copy, such that only the sign copy itself is illuminated and the background is not illuminated.
- (6) Wall signs on multi-story buildings shall be placed at least twelve (12) inches below any part of a second story window frame (including sill, if applicable), or as provided in paragraphs (7) through (9) below.
- (7) Wall signs for businesses fronting a second story catwalk with individual outside entrances from the catwalk may have signs on the second story, limited to seventy-five (75) percent of the maximum area and letter height allowed for ground story wall signs.

- (8) An in-line retail business that occupies multiple stories may place the allowed wall signage at the highest of up of to three (3) stories occupied by the establishment, subject to the following requirements:
- (a) The establishment must occupy space on the ground story, which must be contiguous with all of the upper story space.
 - (b) The upper stories must occupy the same or smaller floor plate dimension as the ground story.
 - (c) All stories of the store must be connected by an escalator and elevator internal to the store itself, and not within a common area of the building.
 - (d) The façade must have a cohesive treatment that identifies all of the stories as being a part of the same occupant establishment.
- (9) Office buildings and hotels may have wall signage on an upper story as provided in section 505-130 (special signage regulations for certain locations and uses). All other buildings which have upper level commercial or retail uses shall submit a sign program in which all signs can be accommodated at the ground floor entrance.
- ~~(10) Whenever the number of permissible wall signs on a single building frontage is not prescribed, it shall be based upon the length of the building frontage, as follows:~~

Frontage length	Number of permissible signs*
Less than 50 feet	Two (2) signs
50 to 99.9 feet	Three (3) signs
100 feet to 200 feet	Four (4) signs
Greater than 200 feet	Five (5) signs

~~*Each awning, canopy and gallery edge sign may be substituted for a permissible wall sign. The total number wall, awning, canopy, and gallery edge signs on a building frontage shall not exceed the number of signs allowed in the table above.~~

- ~~(11) Wall signs may be painted if the paint is applied directly to a portion of a building façade~~

~~* * *~~

Sec. 505-50. Prohibited signs.

Any sign not specifically permitted, exempted, or authorized by this article is prohibited. It shall be unlawful to erect, cause to be erected, maintain or cause to be maintained any sign described as follows:

* * *

- ~~(W) Signs placed in such a manner that they may be blown, carried by water or otherwise scattered by the elements, or so as to constitute litter.~~

- ~~(XW)~~ Permanent signs having fluorescent colors.

(~~YX~~) Signs erected within any navigable waterway within the city, located beyond any established bulkhead line.

(~~ZY~~) All signs that are not specifically allowed or exempted by this article or fail to conform to the number, size, location and other requirements of this article.

(~~AAZ~~) All pole signs and projecting pole signs that are not specifically authorized for shopping centers, hotels, office complexes and industrial complexes within one thousand (1,000) feet of I-95 or I-595 in accordance with section 505-130 and the Hotel Overlay District regulations of section 315-50.

(~~BBAA~~) Walking signs.

* * *

Sec. 505-90. Signage regulations for the mixed-use CRA form-based zoning districts (CC, SFED-MU, EDBB-MU, GTWY-MU, NBHD-MU).

* * *

(Q) *Portable signs.* The following signs are allowed in accordance with the following standards. Each sign requires a certificate of compliance pursuant to section 505-190.

(1) *Portable menu signs.* In lieu of menu sign pursuant to paragraph (O)(2), a menu up to three (3) square feet in size may be located on a portable lectern or menu stand adjacent to the entrance of a restaurant that has city-approved outdoor seating, provided it does not obstruct a minimum clear pedestrian path of at least five (5) feet in width. The sign shall be moved indoors at the close of business each day. A portable menu sign is not allowed in combination with a sandwich sign.

(2) *Portable ~~sandwich~~ (A-frame) signs.* Sandwich signs shall be displayed only as follows:

- (a) One (1) sign is allowed adjacent to the main public entrance ~~of a restaurant~~.
- (b) Placement shall be on or adjacent to a sidewalk, but not within a public right-of-way, and not adjacent to an arterial road.
- (c) The sign shall not block pedestrian corridors or pathways and shall maintain a minimum five-foot clear path.
- (d) Shall be constructed of wood, faux-wood, or metal.
- (e) Maximum six (6) square feet for each of the two (2) sides, not to exceed three (3) feet in height.
- (f) The sign shall be used to identify the ~~food or beverages~~ service or product available on premises.
- (g) Allowed in lieu of a portable menu sign.
- (h) Shall be moved indoors at the close of business each day.

* * *

(R) *Projecting signs ~~above the ground story~~.* Projecting identification signs and blade signs are authorized as follows:

- (1) Permissible only for buildings with no front yard parking.

- (2) Must be entirely located above the ground story and not higher than forty (40) feet above grade.
- (3) No part of the sign may project further than four and one-half (4.5) feet from the building wall.
- (4) May be used in combination with other building sign types.
- (5) ~~One (1) sign is allowed per building frontage, with a~~ A total maximum projecting sign area of one hundred (100) square feet.
- ~~(6) The area of the sign shall be subtracted from the wall sign allowance for the applicable building frontage.~~
- ~~(7) The sign shall be substituted for one (1) wall sign authorized in subsection 505-40(O)(10).~~

* * *

(U) *Wall and gallery edge identification signs.* Wall and gallery edge identification signs are subject to subsections 505-40(~~OF~~) and 505-40(~~GM~~), respectively, and the following standards:

* * *

Sec. 505-110. Signage regulations for shopping centers, and large retail establishments in commercial districts (C-1; C-2; C-3; C-4), and planned mixed-use districts (PMUD, PMUD/SL).

* * *

(O) Projecting signs above the ground story. Projecting identification signs and blade signs are authorized as follows:

- (1) Permissible only for buildings with no front yard parking.
- (2) Must be entirely located above the ground story and not higher than forty (40) feet above grade.
- (3) No part of the sign may project further than four and one-half (4.5) feet from the building wall.
- (4) May be used in combination with other building sign types.
- (5) A total maximum projecting sign area of one hundred (100) square feet.

(~~OP~~) *Temporary signs.* Allowed subject to section 505-160.

(~~PQ~~) *Under-canopy identification signs.* Required within a development of ten (10) or more in-line retail establishments to facilitate pedestrian wayfinding. Developments with fewer than ten (10) in-line establishments may also utilize under-canopy identification signs. All signs are subject to the following standards:

- (1) Maximum area of four (4) square feet when hanging from an overhead roof.
- (2) Maximum area of six (6) square feet when supported by a building wall.
- (3) Compliance with subsection 505-40(N).

~~(QR)~~ *Wall and gallery edge identification signs for individual establishments.* Wall and gallery edge identification signs are allowed subject to subsections 505-40(O) and 505-40(G), respectively and as follows:

- (1) Gallery edge signs are allowed for individual retail establishments, subject to the standards for wall signs, below, except as otherwise provided.
- (2) Each building frontage is allowed one (1) square foot of sign area for each one (1) foot of building frontage length, up to two hundred fifty (250) square feet.
- (3) Reserved.
- (4) The maximum allowed vertical dimension of a gallery edge sign is two and one-half (2.5) feet.
- (5) Letter height for signs under seventy-five (75) square feet shall not exceed twenty-four (24) inches.
- (6) Each rear or side service entrance is allowed up to eight (8) square feet of total identification, directional and incidental information signage on the wall immediately adjacent to the entrance.

~~(RS)~~ *Window signs.* Allowed subject to the following standards:

- (1) Signs shall not comprise more than twenty (20) per cent of the total window area of an establishment's building frontage. Temporary signage allowed in section 505-160 is not subject to this limitation.
- (2) Maximum allowed letter height is six (6) inches.
- (3) Subject to the additional standards in subsection 505-40(P).
- (4) Up to four (4) square feet of window sign area may be allocated for a display case attached to the building wall adjacent to an entrance. The display case shall not extend more than six (6) inches from the building wall.

* * *

Sec. 505-140. Signs exempt from certificate of compliance requirement. Reserved.

~~(A) *Certificate of compliance required.* The erection or modification of any sign for which the building code requires issuance of a building permit shall also require a certificate of compliance. Any person planning to erect or modify a sign is responsible for determining whether the building code requires issuance of a building permit.~~

~~(B) *Exemptions.* A certificate of compliance is not required for the erection or modification of any sign that is exempt from the requirement to obtain a building permit pursuant to the building code, provided that such new or modified sign shall comply with all requirements of this article. Copy shall not be replaced such that the sign changes from an on-premises sign to an off-premises sign.~~

* * *

Sec. 505-190. Signage review, approval process and fees.

- (A) ~~*Certificate of compliance Permit required.*~~ Prior to the erection, construction, alteration, relocation, painting of a painted sign, or repair of any sign, a ~~city certificate of compliance~~ and building permit must first be obtained for such work, unless such sign is exempt from the ~~certificate of compliance requirement pursuant to section 505-140, or exempt from the requirement to obtain building permit pursuant to the building code.~~ Failure to obtain a ~~certificate of compliance, if required shall be a violation of this section.~~ An application for ~~certificate of compliance, if required, shall be submitted to the community development department and processed in accordance with this section.~~ No sign shall be approved for use unless it has been inspected and found to be in compliance with all requirements of this article.
- (B) ~~The owner of all signs for which permits are required shall be responsible for permanently affixing the permit number on all erected signs.~~
- (C) ~~An application for certificate of compliance shall be submitted to the community development department. The application shall include drawings and specifications as may be required to fully advise the community development department with the location, size, materials/appearance, color/manner of illumination, the number of signs applied for, and the consent of the property owner.~~
- (1) ~~Upon submission of an application, staff shall have ten (10) business days to determine whether it is complete, and if not, to provide the applicant with written notice of the deficiencies. Upon resubmission of the application within ninety (90) days of such written notice, staff shall have five (5) additional business days to determine whether the applicant's revisions are sufficient to complete the application, and if not, to again inform the applicant within the five-day period of any remaining deficiencies in writing. This process shall continue until the applicant has submitted a complete application or demands that the application be reviewed as is.~~
- (2) ~~If the applicant fails to resubmit within ninety (90) days of the city's written notice of deficiencies, the application shall be considered withdrawn, and any subsequent resubmittal shall be deemed a new application for the purpose of applying the timeframes for review established in this subsection.~~
- (3) ~~The director shall review the information submitted to determine conformity with this article, and any applicable conditions of a related development order, including but not limited to, site plan, site plan modification or variance approval, including the location of the proposed sign. Upon payment of the required fee, the director shall approve or deny the application based on whether it complies with the aforementioned requirements, within twenty (20) business days of determining the application is complete.~~
- (4) ~~The director shall prepare a written notice of decision, describing the applicant's appeal rights, and mail it to the applicant. The applicant may file a written notice of appeal to the city commission within ten (10) business days after the date of receipt of the director's decision. The city commission shall hear and decide the appeal at the next available commission meeting that is at least twenty (20) business days after the date of receiving the written notice of appeal. If the city commission does not grant the appeal, then the appellant may immediately seek relief in the Circuit Court for Broward County, as provided by law.~~

~~(D) Time limitations for effectiveness of a certificate of compliance.~~

- ~~(1) An application for a certificate of compliance pursuant to this article for any proposed work shall be deemed to have been abandoned six (6) months after the date of filing for the certificate, unless a certificate has been issued before then. One (1) or more extensions of time, for a period not to exceed sixty (60) business days may be allowed by the community development director, upon a written request and demonstration of justifiable cause.~~
- ~~(2) Every certificate of compliance issued by the city pursuant to this article shall become invalid unless the work authorized by such sign certificate is commenced within six (6) months after its issuance, or if the work authorized by such certificate is suspended or abandoned for a period of six (6) months after the time that the work has commenced. If the work has commenced and the certificate is revoked, becomes null and void or expires because of a lack of progress or abandonment, a new certificate covering the proposed work shall be obtained before proceeding with the work.~~

~~(E) Revocation of certificate.~~

- ~~(1) The community development director is authorized and empowered to revoke, in writing, any certificate of compliance issued pursuant to this article, upon failure of the holder of the certificate to comply with the provisions of this article, including compliance with any related development order conditions, or if the certificate was issued on the basis of misstatement of facts or fraud by the applicant.~~
- ~~(2) The written revocation shall describe the appeal process.~~
- ~~(3) The director shall send the written revocation by certified mail, return receipt requested, to the sign owner.~~
- ~~(4) Any person having an interest in the sign or property may appeal the revocation, by filing a written notice of appeal to the city commission, to be submitted in duplicate to the city clerk and community development director within fifteen (15) calendar days after the date of receipt of the director's written revocation.~~
- ~~(5) The city commission shall hear and decide the appeal at the next available commission meeting that is at least thirty (30) calendar days after the date of receiving the written notice of appeal. If the city commission does not grant the appeal, then the appellant may immediately seek relief in the Circuit Court for Broward County, as provided by law.~~

~~(F) Fees. Application fees shall be paid as provided by schedule on file in the office of the community development department and as established by the city commission by resolution from time to time.~~

* * *

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

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. 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

**NOTICE OF PUBLIC HEARING
CITY OF DANIA BEACH, FLORIDA**

A Public Hearing will be conducted by the City of Dania Beach City Commission on the following date to consider the following application:

DATE: Tuesday, May 13, 2025

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Copies of the proposed requests or applicable information are available online. For more information, please call the Planning Division at (954) 924-6805 Ext. 3654 and staff will direct you to the online project information.

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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 West Dania Beach Boulevard, Dania Beach, Florida 33004, (954) 924-6800 Ext. 3624, at least 48 hours prior to the meeting.

Application Information

Project: Text Amendments

Application Site: City Wide

Request: Text Amendment to signage regulations in the City's Code of Ordinances, Land Development Code (LDC).

Hearing Date & Time: May 13, 2025 at 7:00 PM

Hearing Location: City Commission Chambers, Dania Beach City Hall, 100 West Dania Beach Blvd

Contact Information: Corinne Lajoie, AICP, Deputy Director, 954-924-6805 Ext. 3704



City of Dania Beach Finance Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Yeimy Guzman, Chief Financial Officer

SUBJECT: Approval of ordinance amending Ch. 18, Sec. 18-42 Benefit Amounts and Eligibility for an additional Police and Firefighters retirement benefit.

Request:

The Finance Department requests approval of an ordinance amending Ch. 18, Sec. 18-42 Benefit Amounts and Eligibility, clarifying an additional Police and Firefighters' retirement benefit.

Background:

In 2022, the City's police and fire pension board requested a \$5,000 annual increase for all pensioners covered under the City's legacy pension plan, applicable exclusively to those former employees and their surviving beneficiaries. According to the actuarial impact statement, this increase was intended for current pensioners as well as their survivors who were receiving benefits at that time.

However, the amendment proposed to the City's ordinance adopted in 2022 stipulated that only retirees would be eligible for this increase after October 1, 2022; this provision appears to contradict the original intent of the ordinance. The ordinance did not account for those current beneficiaries receiving benefits and, as a result, they have been unintentionally excluded from receiving the additional \$5,000 annually.

The City seeks to amend City Code section 18-42 to align with the original intent expressed in 2022 by including the surviving beneficiaries; this would incur no additional cost. The actuarial impact statement from 2022 already took into account the expenses associated with current survivors receiving this benefit within the overall actuarial calculations presented to the City Commission.

Budgetary Impact

No additional cost. The actuarial impact statement from 2022 already considered the expenses associated with current survivors receiving this benefit within the overall actuarial calculations presented to the City Commission.

Recommendation

Approve the Ordinance amending Ch. 18, Sec. 18-42 Benefit Amounts and Eligibility for an additional Police and Firefighters retirement benefit.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, TO AMEND CHAPTER 18, ENTITLED “PENSIONS AND RETIREMENT”; TO AMEND ARTICLE IV, ENTITLED “POLICE AND FIREFIGHTERS”; AT SECTION 18-42; ENTITLED “BENEFIT AMOUNTS AND ELIGIBILITY”, IN ORDER TO INCLUDE CLARIFYING LANGUAGE TO ENABLE THE FULL APPLICATION OF THE 2022 AMENDMENT AS TO BENEFITS; FOR PROVIDING FOR CONFLICTS; CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2022, the City of Dania Beach Police and Firefighters Retirement System requested a \$5,000.00 annual increase for certain of its participants and beneficiaries and this Ordinance amendment is applicable solely to those former employees and surviving beneficiaries who were eligible pursuant to the terms of the City’s code; and

WHEREAS, according to the actuarial impact statement, the original intent of this additional benefit was to be given to then currently retired pensioners, including survivor annuitants who were then currently receiving benefits for their lifetimes only; and

WHEREAS, Ordinance No. 2022-027 provided that after October 1, 2022, then retirees would be entitled to the additional \$5,000.00 benefit, but inadvertently omitted survivor annuitants who were then currently receiving benefits from this benefit which was contrary to the intent of the ordinance and its subsequent actuarial funding; and

WHEREAS, if the City were to amend City Code section 18-42, to reflect the original intent of the parties from 2022, to include the then-surviving annuitant beneficiaries who were receiving benefits there would be no cost impact to the City, as the actuarial impact statement from 2022 included the cost of the-then-surviving joint annuitant beneficiaries who were receiving benefits as part of the requisite actuarial impact statement presented to the City Commission upon enactment.

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 18, entitled “Pensions and Retirement”, at Article IV, entitled “Police and Firefighters”, at section 18-42, entitled “Benefit amounts and eligibility”, be amended as follows:

CHAPTER 18
PENSIONS AND RETIREMENT

ARTICLE IV

POLICE AND FIREFIGHTERS

* * *

Sec. 18-42. Benefit amounts and eligibility.

(1) NORMAL RETIREMENT DATE.

- (a) A firefighter member's normal retirement date shall be coincident with or next following the earlier of when he both attains his fifty-fifth birthday and completes eight (8) years of continuous service or completes twenty-five (25) years of continuous service. Except as provided herein, a member may retire on his normal retirement date or on the first day of any month thereafter. Each member shall become one hundred (100) percent vested in his accrued retirement benefit on his normal retirement date.
- (b) A police member's normal retirement date shall be coincident with or next following the earlier of when he both attains his fifty-fifth birthday and completes ten (10) years of continuous service or completes twenty-five (25) years of continuous service. Except as provided herein, a member may retire on his normal retirement date or on the first day of any month thereafter. Each member shall become one hundred (100) percent vested in his accrued retirement benefit on his normal retirement date.
- (c) A member who has completed ten (10) or more years of continuous service may elect a normal retirement date which is four (4) years earlier than otherwise provided for pursuant to subsections (a) and (b) above, provided that the member pays the full actuarial cost thereof by his or her payment of increased contributions, a lump sum payment or a diversion of his or her payments from the deferred retirement option plan (DROP), or any combination thereof. The member's payment must be completed prior to the normal retirement date or conclusion of participation in the DROP, whichever occurs last. The number of earlier retirement years, when combined with any credits purchased by a member pursuant to section 18-41(3)(c) or (d), shall not exceed four (4).

* * *

(13) ADDITIONAL RETIREMENT BENEFIT.

- (a) Effective October 1, 2022, all police and firefighter retirees and only those police and firefighters' survivor joint annuitants receiving benefits as of October 1, 2022, and DROP participants who are then receiving benefits, or DROP account credits, shall receive an additional monthly benefit of four hundred sixteen dollars and sixty-seven cents (\$416.67) payable for his or her lifetime.
- (b) Effective October 1, 2022, all police and firefighter employees who retire on after October 1, 2022, shall receive an additional monthly benefit of four hundred sixteen dollars and sixty-seven cents (\$416.67) payable for his or her lifetime, only. Police and firefighter survivors are not entitled to this additional benefit.

* * *

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

Section 4. That it is the intention of the Mayor and City Commission of the City of Dania Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Dania Beach, Florida. 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 _____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

Dania Beach Historical Society & Museum (DBHS&M)

Vision for the Nyberg-Swanson House Objective: Transform the Nyberg-Swanson House into a public museum and archival research center for the Dania Beach Historical Society & Museum (DBHS&M).

Purpose: Preserve and share the rich history of Dania Beach, highlighting the various contributions and narratives from its many communities.

Phased Approach

Phase 1: Collecting and Setup (0 to 3 months)

- Focus on organizing and preparing the house for historical activities that reflect the community's multifaceted heritage.
- Begin the archiving process:
 - Sort and document photos and documents that capture the array of experiences and contributions from different groups within Dania Beach, ensuring their preservation for future generations.
- **Open the House: (3 months onwards)**
 - Plan to host one to two events per month to engage the community, inviting them to learn about the house and explore its historical significance through guided tours.

Phase 2: Public Presentations and Exhibits (6 to 12 months)

- Expand outreach with monthly public presentations that highlight the local historical significance of various communities in Dania Beach.
- These presentations will showcase the contributions that have shaped our city.
- Incorporate exhibits reflecting the history and experiences of different groups, fostering community-wide understanding and participation.

Phase 3: School Tours and Collaborative Initiatives (12 months and beyond)

- Collaborate with local schools to arrange educational trips to the house:
 - Include presentations about the founding of Dania and the contributions from diverse groups.
 - Tours of the house
 - Introduce initiatives like the "Dania Tomato" project in partnership with local organizations such as The Dania Patch:
 - Students will plant tomato seedlings to take home, promoting community involvement and connection to local heritage.

Why We Need Your Support

- Preserve a vital landmark and foster engagement among the diverse communities in Dania Beach.
- Provide educational outreach that enriches public knowledge of our shared history.
- Ensure thorough documentation and preservation for future generations.

Call to Action We respectfully request the Commission's approval to utilize the Nyberg-Swanson House as a museum for the Dania Beach Historical Society & Museum.

Security Measures

- Propose the implementation of security improvements:
 - Install alarm systems and create secure storage options for valuable artifacts and documents, safeguarding the rich heritage represented by the community.

One of our primary concerns is the security of the house. If granted the opportunity to utilize the space, we need to ensure the safety of historically significant items, including photos, documents, computers, scanners, etc.

We seek information on the current security measures in place, specifically:

- Is there an alarm system on the property?
- Are the windows secured?
- Windows are screened, and the restoration reflects the home's 1912 appearance rather than modern security needs, which are significantly higher today.
- Could the city implement additional security measures, such as window sensors, a Ring doorbell, or an alarm system?

Thank you for your consideration!



A HISTORIC OPPORTUNITY FOR DANIA BEACH

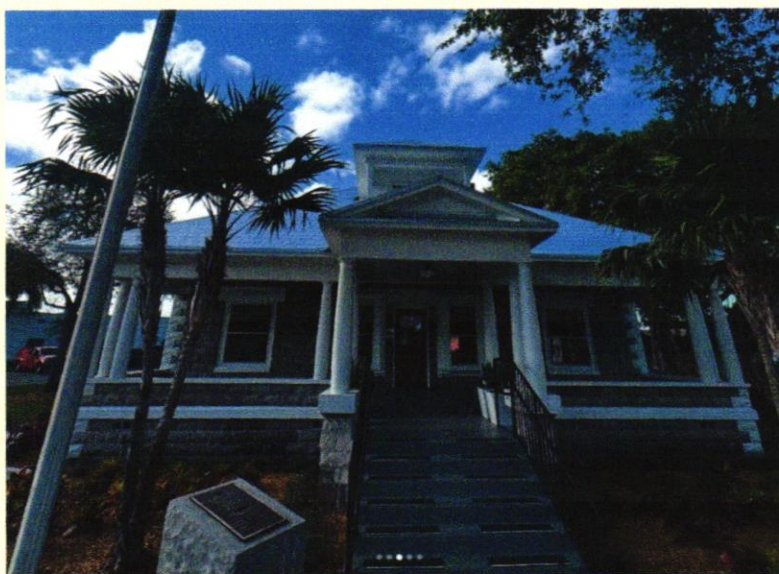
*Broward County's
First & Oldest City*

PRESENTED BY:

DANIA BEACH
HISTORICAL SOCIETY &
MUSEUM, INC. EST 2019

April 8, 2025

NYBERG-
SWANSON
HOUSE
AS A MUSEUM

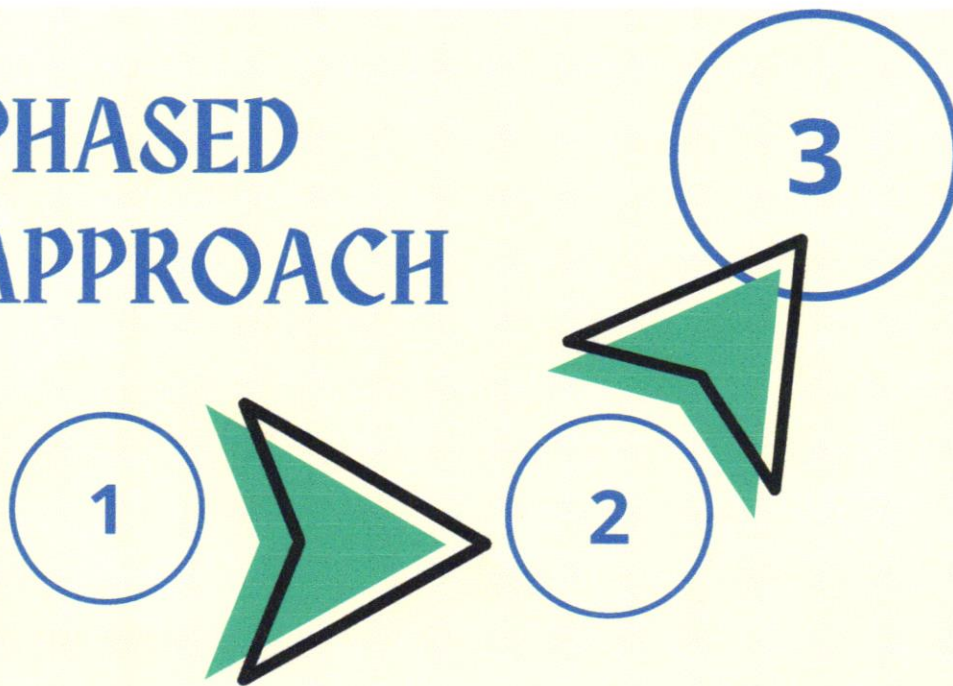


OBJECTIVE



ENGAGING THE COMMUNITY

PHASED APPROACH



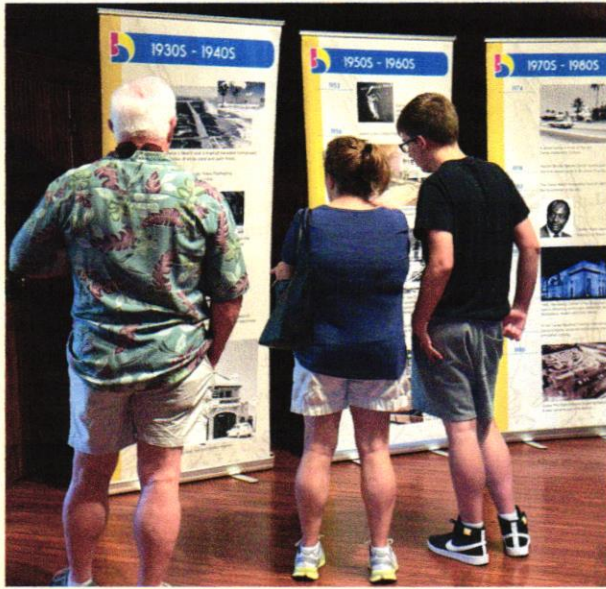


PHASE 1

COLLECTING & SETUP (0-3 MONTHS)



OPEN THE HOUSE



PHASE 2

PUBLIC
PRESENTATIONS
AND EXHIBITS
(6 TO 12
MONTHS)



PHASE 3

SCHOOL TOURS
AND
COLLABORATIVE
INITIATIVES
(12 MONTHS AND
BEYOND)

WHY WE NEED YOUR SUPPORT COMMUNITY



TOGETHER



WE GROW



CALL TO ACTION



MEET THE BOARD



President
Joanna Granett



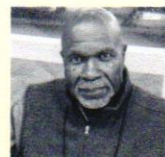
Co-Vice President
Kathy Kay



Co-Vice President
Laura Lombardo



Secretary
Polly Jones



Treasurer
Jerry Hadley



Director
Joan Mickelson



Director
Kathy Ciminera



Director
Raline Paper



Director
Andrea
Davenport



Consultant
Linda Wilson



MISSION STATEMENT

OUR MISSION IS TO ENCOURAGE THE COMMUNITY'S INVOLVEMENT BY PROVIDING EDUCATIONAL PROGRAMS THROUGH ARCHIVAL RESEARCH AND PRESERVING MEMORIES OF HISTORICAL SIGNIFICANCE OF THE ROBUST HISTORY OF THE OLDEST CITY IN BROWARD COUNTY.



Keep Connected

954 483 7055

info@DaniaBeachHistory.org

www.DaniaBeachHistory.org



City of Dania Beach Community Development Memorandum

DATE: 5/13/2025

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Eleanor Norena, CFM, Community Development Director

SUBJECT: To authorize the amendment to an agreement with Business for the Arts of Broward to participate in the Lead with Love Mural program with artist Cey Adams.

Request:

To authorize an amendment to an agreement between the City of Dania Beach for the Arts of Broward, Inc. and Cey Adams Studio Inc. to revise the public art mural at the City's Ocean Park Marina wall located at 31 N Beach Road.

Background:

On August 19, 2024, the Public Art Advisory Board recommended the City Commission participate in the Lead with Love mural program which is focused on murals created by Cey Adams. The commissioned mural is located at Ocean Park on the east-facing marina wall, which is owned by the City.

During the installation of the mural, it was noticed that the City's name was not featured in the mural as other cities have been throughout the Lead with Love collection. The Public Art Advisory Board requested the artist include the City's name and tag line "Sea It, Live It, Love It" within this Public Art piece.

This modification was discussed at the City's Public Art Advisory Board on March 17, 2025, and the Board recommended the revision to the Lead with Love Mural Project authorizing an additional Seven Thousand Dollars (\$7,000.00) from the Public Art Fund.

Budgetary Impact

The total cost for the art installation project shall not exceed Twenty-Seven Thousand Dollars (\$27,000.00) and funding for this project shall be appropriated in the City Public Art Fund, within the Professional Services Account No. 115-15-01-515-31-10.

The original mural budget of Twenty Thousand Dollars (\$20,000.00) plus the revision of Seven Thousand Dollars (\$7,000.00).

Recommendation

The Community Development Department is recommending the City Commission approve the amendment to this agreement and expenditure of Twenty-Seven Thousand Dollars (\$27,000.00) from the City's Public Art Fund account.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE RETROACTIVE APPROVAL OF AN AMENDMENT TO THE AGREEMENT WITH BUSINESS FOR THE ARTS OF BROWARD, INC. (BFA) TO INSERT THE DANIA BEACH LOGO INTO THE COMMISSIONED ARTIST'S, CEY ADAMS, ORIGINAL LEAD WITH LOVE MURAL AT THE CITY MARINA; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Marina is located in the City's Ocean Park at 300 North Beach Road; and

WHEREAS, the City wishes to create a sense of place, creatively enhancing the exterior west wall of the Marina building to complement the surrounding environment and function within the existing space; and

WHEREAS, On August 19, 2024, the Public Art Advisory Board recommended the City Commission participate in the Lead with Love mural program which is focused on murals created by Cey Adams. The commissioned mural is located at Ocean Park on the east-facing marina wall, which is owned by the City; and

WHEREAS, the City Commission issued Resolution No.: 2024-153, authorizing the art installation and execution of an agreement with the artist, Cey Adams; and

WHEREAS, as the piece was installed, the City realized that the art piece did not reference the City of Dania Beach; and

WHEREAS, on March 11, 2025, Mayor Davis came to the City Commission and requested that the art piece be adjusted to include the City's logo, at an additional cost of \$7,000.00, and the City Commission provided consensus to include the logo in the art piece; and

WHEREAS, thereafter, the City requested revisions to the Lead with Love mural to include the City's name and tag line; and

WHEREAS, the cost for these revisions shall not exceed Seven Thousand Dollars (\$7,000.00); and

WHEREAS, the Administration is retroactively seeking the funding for the additional work.

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 City is authorized to expend an additional \$7,000.00 on the mural to ensure that the City’s logo was included in the art piece, and the parties shall execute an amendment to the original Mural Creation Agreement to reflect the additional scope and price change.

Section 3. The City’s contribution for the art installation project, including the retroactive amendment, is Twenty-Seven Thousand Dollars (\$27,000.00) payable to BFA, and funding for this project shall be appropriated in the City Public Art Fund, within the Professional Services Account; Account No. 115-15-01-515-31-10.

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

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

PASSED AND ADOPTED on _____, 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 _____

SIGNATURES ON FOLLOWING PAGE

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

2025 Broward County

SENIOR

Health & Wellness Tour



Tour Overview

The Senior Health and Wellness Tour is a transformative initiative focused on improving the health and well-being of seniors.

With nearly 80% of seniors managing at least one chronic condition and growing concerns about mental health and isolation, this tour delivers practical resources and activities to support healthier, more connected lives.

Mission:

To empower senior residents with the tools, knowledge, and connections to make informed health decisions and enhance their quality of life.

Tour Highlights:

The Senior Health and Wellness Tour is an innovative and engaging initiative designed to enhance seniors' health and well-being across Broward County. Hosted in partnership with local city officials, we host monthly 2-hour events just for seniors.

Tour Goals

1

Advance Health Literacy:

Provide residents with practical, actionable knowledge on health topics such as chronic disease prevention, nutrition, mental health, and fitness.

2

Foster Community Engagement:

Build a stronger sense of community by connecting residents to local organizations, city services, and one another.

3

Enhance Access to Resources:

Offer direct access to healthcare services, financial literacy programs, educational opportunities, and basic needs assistance.

Event Structure

Health Education – 60 Min

Expert-led presentation on a health or wellness topic tailored to your city's needs. The host city may select one of the following topics:

- Life-Saving Skills Simplified: Master Hands-Only CPR
- Tools for Stress-Free Living
- Smart & Savvy Nutrition On A Budget
- Financial Fitness For Your Golden Years
- Preventative Health Tips for Longevity
- Protecting Yourself From Scams

Wellness Activity – 30 Min

The host city may select one of the following activities:

- Yoga
- Zumba
- Healthy Cooking Demonstration
- Healthy Juices & Smoothies

Tour Dates & Locations

- Monthly, Feb to Dec 2025
- Tamarac, Plantation, Sunrise
- Coral Springs, Coconut Creek, Margate
- Ft. Lauderdale, Oakland Park
- Dania Beach, Miramar, Pembroke Pines



City Partners

As a host city and community partner, you will:

- **Host the Event:** Offer a convenient venue within your neighborhood, such as a senior center or city park. The best locations are accessible and already familiar to seniors.
- **Promote the Event:** Share event details on your city's communication channels. Distribute flyers directly to households and display signage prominently at locations frequented by seniors to maximize visibility.
- **Collaborate on Wellness Activities:** Select one wellness activity and one health education workshop from the program's menu that will resonate with seniors in your community.
- **Day of Logistics:** Attend the event or assign staff to bring greetings on your behalf and offer city resources benefiting seniors.

MD Marketing's Role

- Confirm city partners and host cities
- Create the flyer and event signage
- Coordinate event logistics
- Manage event registration
- Create run of show
- Book and manage instructors
- Logistics support during the event
- Provide healthy snacks

Promotional Checklist

To maximize attendance and engagement, city partners are encouraged to:

- 1. Distribute Flyers:** Share printed or digital flyers with your residents through newsletters, social media, or email.
- 2. Promote on Social Media:** Use provided graphics and suggested captions to post on your community's platforms.
- 3. Engage Residents Directly:** Encourage residents to attend during community meetings, door-to-door campaigns, or casual conversations.
- 4. Leverage Local Networks:** Share event details with neighboring HOAs, faith groups, or local organizations.
- 5. Highlight the Wellness Activity:** Promote the selected activity to build interest and excitement.

From: [Davis, Joyce](#)
To: [Garcia, Ana M.](#); [Sosa-Cruz, Candido](#)
Cc: [Singh, Maxine](#); [Riera, Elora](#)
Subject: Discussion Let's Bring the Senior Health & Wellness Tour to the City of Dania Beach
Date: Wednesday, May 7, 2025 3:28:13 PM
Attachments: [Simply's SHWT 2025 Overview .pdf](#)
[image724557.png](#)
[image379960.png](#)
[image954210.png](#)
[image780750.png](#)
[image374080.png](#)
[image977936.png](#)
[image729359.png](#)
[image731645.png](#)
[image432245.png](#)

Good afternoon City Manager,

I was recently reminded about this opportunity to have our seniors participate in a Broward County tour on health and wellness that would take place in Dania Beach this summer in July or August. I would like to discuss the opportunity with you and the Commission.

As such, please place it on the agenda under Discussion & Possible Action for the upcoming May 13th meeting.

Title: Simply Healthcare 2025 Senior Health & Wellness Tour

Please use the email and flyer attached as back up. Thank you.

Get [Outlook for iOS](#)



Joyce L. Davis, Mayor

jdavis@daniabeachfl.gov | daniabeachfl.gov

Phone: 219.670.1066



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: Melissa P. Dunn <melissa@mdmarketingandconsulting.com>

Sent: Monday, February 17, 2025 2:34 PM

To: Davis, Joyce <jdavis@daniabeachfl.gov>

Cc: Collesha Mighty <collesha@mdmarketingandconsulting.com>; Colleen Gutzmore <colleen@mdmarketingandconsulting.com>

Subject: Let's Bring the Senior Health & Wellness Tour to the City of Dania Beach

CAUTION: This email originated from outside the City of Dania Beach. Do

not click links or open attachments unless you recognize the sender and expect the content.

Good Afternoon Mayor Davis,

I'm excited to invite the City of Dania Beach to be part of the Simply Healthcare 2025 Senior Health & Wellness Tour, an initiative designed to bring seniors together for engaging wellness activities, educational workshops, and community connection.

Each month, the tour is hosted by a different city, offering a unique opportunity to highlight your city's commitment to seniors. Hosting this event will allow the City of Dania Beach to provide its seniors with valuable resources to make informed decisions that will enhance their health.

I've attached a tour overview and sign-up form with available dates. Let me know if there's a specific date that works best for Dania Beach—I'm here to help make this a seamless experience!

Please complete and submit the sign-up form by Feb 25, 2025, to secure your spot. Once received, I will contact you to discuss your vision for the event and schedule a site visit. Looking forward to partnering with you on this impactful initiative.

[LINK TO SIGN-UP FORM](#)

Warm regards,

Melissa P. Dunn, MBA
Chief Executive Officer
Cell: 786-728-7867