AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, MAY 12, 2026 - 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.

THE MAYOR OFTEN ALLOWS APPLAUSE DURING CEREMONIAL OR CELEBRATORY PORTIONS OF THE MEETING, SUCH AS PROCLAMATIONS, PRESENTATIONS, AWARDS, OR PUBLIC SAFETY RECOGNITIONS, AS THESE ARE NOT ACTION ITEMS ARE INTENDED TO HONOR INDIVIDUALS OR EVENTS. HOWEVER, TO SAFEGUARD AN ORDERLY MEETING AND TO PRECLUDE INTIMIDATION OF SPEAKERS ON AGENDA ITEMS, OR DESIGNATED PUBLIC COMMENTS, THE MAYOR ORDINARILY PRECLUDES CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS DURING THESE PORTIONS OF THE AGENDA.

BASED UPON THE FOREGOING, 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 #2026-025)

1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

1. Earth Day Artwork Competition Winners — Sponsored by Mayor Davis

   Overall Winner - Olsen Middle School - Sarah Lynn D'Haiti
   Dania Beach Parks & Recreation Centers - P. J. Meli Park
   Dania Elementary School - Melissa Kiuberis

2. Honoring a Remarkable Career: Ana M. Garcia's Retirement

3. City Commission Recognition of the Distinguished Service and Retirement of City Manager, Ana M. Garcia — *Sponsored by Commissioner Lewellen*

4. Broward Solid Waste Authority - Master Plan and Facilities Amendment — *Sponsored by Commissioner Ryan*

4. PROCLAMATIONS

1. Mental Health Awareness Month — May 2026 — *Sponsored by Mayor Davis*

2. Water Reuse Week — May 17–23, 2026 — Sponsored *by Mayor Davis*

3. National Safe Boating Week — May 16–22, 2026 — *Sponsored by Mayor Davis*

5. ADMINISTRATIVE REPORTS

1. City Manager

2. City Attorney

3. City Clerk - Reminders
   - May 26, 2026 City Commission Meeting - 7 p.m.
   - June 9, 2026 CRA Board Meeting - 6 p.m.
   - June 9, 2026 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:

2. Travel Requests:

3. **RESOLUTION NO. 2026-____**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE EPA COMMUNITY GRANT PROJECT FOR THE HIGH SERVICE PUMP AND DRIVE REPLACEMENT PROJECT, WHICH IS A CRITICAL COMPONENTS OF THE CITY'S WATER DISTRIBUTION SYSTEM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS AND RELATED DOCUMENTS; PROVIDING FOR ACCEPTANCE OR DECLINATION OF AWARDS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

4. **RESOLUTION NO. 2026-____**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER PROVIDING FOR AN EFFECTIVE DATE. *(Commissioner Ryan)*

5. **RESOLUTION NO. 2026-____**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR

CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. (*City Clerk)*

6. **RESOLUTION NO. 2026-____**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES PROVIDED BY WGI, INC. FOR THE CITY HALL ROOF IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER PURSUANT TO THE CITY'S CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

7. **RESOLUTION NO. 2026-____**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CORRECTED LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION PHASE FUNDING FOR THE NW 1ST STREET COMPLETE STREETS / PEDESTRIAN CONNECTIVITY PROJECT FROM BRYAN ROAD TO STATE ROAD 5 / US-1; ACCEPTING FDOT FUNDING IN AN AMOUNT NOT TO EXCEED TWO MILLION SIX HUNDRED FORTY-ONE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS ($2,641,937.00.00); REIMBURSABLE GENERAL FUND APPROPRIATION OF TWO HUNDRED THOUSAND DOLLARS ($200,000.00) AUTHORIZING THE CITY'S REQUIRED LOCAL CONTRIBUTION IN THE AMOUNT OF TWO MILLION DOLLARS ($2,000,000.00); ATTACHING THE LAP AGREEMENT AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public Services)*

9. BIDS AND REQUESTS FOR PROPOSALS

1. **RESOLUTION NO. 2026-____**

   A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (ITB) NO. 26-005 "CITYWIDE IRRIGATION SERVICES" TO SAM'S LANDSCAPE MAINTENANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Public*

Services)

10. QUASI-JUDICIAL & PUBLIC HEARING ITEMS: None

11. FIRST READING ORDINANCES: None

First reading ordinances that do not involve zoning (rezonings, or changes to Chapter 28 of the LDC), nor Article 3, Section 2 of the Charter relating to ordinances for capital expenditures over $1,000,000) are not subject to public hearing. A public hearing and discussion will take place at second reading of all ordinances within its respective section of the agenda.

12. SECOND READING ORDINANCES: None

13. DISCUSSION AND POSSIBLE ACTION: None

14. APPOINTMENTS

1. - Dania Beach Housing Authority — Mayor Davis
   - Education Advisory Board — Mayor Davis

15. COMMISSION COMMENTS

16. ADJOURNMENT

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 12, 2026

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

This administration has taken communication and transparency to new heights. It was a priority for our Commission, and we delivered and continued to seek more opportunities to bring forth information to the public. In addition to our very detailed managers' reports, we have added monthly department director memos as well. We have invested in our partnership with the Dania Beach Press casting a wider net to capture a larger audience. We have designed and implemented an award-winning publication, Pioneer, a favorite of our residents along with the Alert Dania Beach initiative where automated calls and texts go out to all that have registered for yet another option to receive key information. As if we had not done enough, I wanted more opportunities for in person face to face old school interaction hence the CORE Conversations was initiated. For the past two years, from June to October our administration and City team took the show on the road meeting with our residents in their neighborhood. With this being my final report as your City Manager, I wanted to highlight some of our most recent accomplishments from every department after all it's all about, "The men and women in the arena!"

Finance Department

Chief Financial Officer, Yeimy Guzman has been selected to serve as the next FY2027 President of the South Florida Government Finance Officers Association, representing Broward, Miami-Dade and Monroe Counties. The Finance Department recently achieved several significant milestones, including earning the prestigious Triple Crown recognition and completing five audits during the current fiscal year, all resulting in clean opinions. These accomplishments reflect the department's continued commitment to excellence, transparency, and strong financial stewardship on behalf of the City and its residents.

Community Development Department

Acclaimed marine life artist Wyland was recently commissioned by J. Milton and Associates as part of the City of Dania Beach's Public Art Program, reinforcing the city's commitment to cultural investment and environmental stewardship. Titled "The Sea Turtle Beach," a magnificent 8,000-pound bronze Sea Turtle sculpture valued at $1.5M graces the northwest corner of Dania Beach Boulevard and Gulfstream Road in front of the Seaview and Oceanview Luxury Rentals. It stands as a powerful symbol of marine conservation and artistic innovation. This monumental piece is part of Wyland's bold international initiative to install 100 marine-life sculptures in 100 great cities around the world to raise awareness about ocean life and endangered species. Dania Beach is now the proud host of the third sculpture in this global series, joining installations in Beijing, China and Hoonah, Alaska.

Human Resources Department

The Human Resources and Risk Management Department recently received 2026 Silver Bell Seal Award for fostering a workplace where employees thrive through comprehensive benefits and wellness initiatives. The Department has also been recognized for a second time by the Public Risk Insurance Trust (PGIT) for its comprehensive, citywide Risk Management Program, including the evolution of the Safety Committee into the Eagle WI$E Committee, which emphasizes employee health and wellness while supporting productivity and cost efficiency. The City's Risk Manager is also included in this award for outstanding leadership in risk mitigation and program administration.

Parks and Recreation Department

The Department of Parks and Recreation has continued to advance its mission by achieving significant accomplishments that enhanced community spaces, expanded programming, and strengthened professional capacity. From initial concept and design through final construction and ribbon-cutting, the Department successfully delivered its first Parks and Recreation Master Plan project, CW Thomas Park, representing a $23.1 million investment in community infrastructure. The project marked a major milestone in expanding high-quality recreational opportunities and enhancing public spaces. Across all divisions, the Department has achieved record-breaking program participation, sell out numbers, reflecting increased community engagement and expanded service offerings. Special events also reached unprecedented attendance levels, highlighting strong public interest, effective outreach efforts, and the Department's continued success in delivering engaging, high-quality experiences that bring the community together. Finally, the Department significantly strengthened its professional capacity by expanding the number of Certified Parks and Recreation Professionals from one to six, further enhancing the quality and expertise of services delivered to our community.

Public Services Department

The greatest accomplishment by the Public Services Department (PSD) is the team's successful and undisrupted performance of its numerous and diverse tasks over the past six months, including managing multiple high dollar capital projects, despite significant personnel challenges. During this difficult period, the Department led the completion or substantial completion of several complex capital projects, maintained a high level of operational effectiveness, and successfully carried out a myriad of administrative processes, including procurement matters and commission agenda submittals. This was accomplished despite half of PSD's leadership and administrative staff undergoing replacements, re-assignments, and in some cases, roles remaining vacant for weeks. Seamlessly performing the many functions of the largest and most complex department in the City during this period is a testament to the Team's competence, cohesiveness, focus, and work ethic. I also underscore the solid and unwavering support of the Department by the City Administration.

Marketing and Communications Division
Pioneer and Huddle were both awarded the Outstanding Award (First Place) at the Florida Municipal Government Communicators Association annual awards ceremony. This is the second year that Pioneer wins and the first for Huddle.

City Clerk's Office
Over the past year, the Clerk's Office has made steady progress on several important initiatives. We received approval to move forward with online legal advertising through Broward County's designated website, which will go live on October 1st and will improve accessibility and efficiency. Deputy City Clerk Erin McClendon is also set to earn her Certified Municipal Clerk (CMC) designation this year, a reflection of her continued dedication to the profession. In addition, Records Specialist Kayla Michelin successfully coordinated the disposition of 91.25 cubic feet of records that had met their retention requirements, helping keep our records system organized and compliant. These efforts reflect the team's ongoing focus on improvement, professionalism, and good records management.

IT Division
Over the past year, the IT Division strengthened the City's technology infrastructure and cybersecurity posture. Key accomplishments include implementing a modern citywide access control and video surveillance system, advancing cloud migration efforts, and enhancing cybersecurity through 24/7 monitoring and staff training. Additionally, IT supported major initiatives with other departments aligning technology with the City's strategic goals.

BSO Police Dania Beach District
The Broward Sheriff's Office Dania Beach District has achieved significant successes under the leadership of Manager Garcia. During this period, the city has experienced a 17 percent reduction in crime. We implemented a proactive "block party" operational plan, which has contributed to a reduction in shootings associated with impromptu gatherings. Our partnership with Dania Pointe has helped create a safe environment, reinforcing its reputation as a premier destination in Broward County. Since October 7th, 2023, we have developed and executed a comprehensive safety plan, coupled with community outreach to religious institutions and schools. These efforts have resulted in zero incidents at these locations and have strengthened relationships with both the Jewish and Muslim communities. Additionally, the district acquired high-water rescue vehicles, which were instrumental in assisting residents during severe flooding events. We also deployed 24 license plate readers (LPRs) throughout the city. This investment, aligned with the Sheriff's strategic plan, has enhanced our technological capabilities in identifying and apprehending wanted vehicles and individuals. Finally, the addition of two high-tech mobile sky towers has expanded our ability to monitor large-scale events and proactively deter emerging crime trends

BSO Fire Rescue Dania Beach District
Over the past few years, we implemented a strategic fire apparatus refurbishment program focused on extending the life and reliability of our fleet while being fiscally responsible. Through this initiative, both our fire trucks and rescue units were systematically refurbished, and as of May 2026, our entire frontline fleet has been updated and placed back into service in excellent condition. This proactive approach has positioned the City with a dependable fleet for the next several years, allowing leadership to plan ahead for future replacements in a thoughtful and cost-effective manner rather than reacting to emergency breakdowns. At the same time, our Safety

Saturday CPR and First Aid initiative is in full force, actively training members of our community in life-saving skills and reinforcing our commitment to public safety through both preparedness and prevention.

As I close out the Dania Beach chapter of my 35-year public service career, I would be remiss if I did not mention how amazingly we handled two unprecedented and truly critical crises, COVID and the flood of 2023. An all-hands-on deck approach, tapping into our relationships for assistance and support, and an outside the box thinking were critical; hence, why we faired so well. I can go on and on because I have enough material to write a book about all that we have accomplished together these past seven years! I am so grateful to our City Commission for your unwavering confidence, trust and support and allowing me to do my job! Legacy leadership is all about investing in others, leaders building leaders, and that is the number one reason for the success of this administration! My heartfelt gratitude to all the men and women in the Dania Beach arena, you're simply the best! To my wingman, Deputy City Manager, my confidant and friend Candido Sosa Cruz, it's your time, Congratulations! I couldn't hand off the baton to anyone better to continue to move this City forward! Serving the citizens of Dania Beach was an honor and a privilege!

Subject: Thank you for the outstanding work this weekend

Sergeant Williams, Corey, and Jorge,

Thank you and your teams for how handled Saturday night. The “DP takeover” social media activity drew an overwhelming number of teenagers, and we all know how quickly situations like that can escalate based on past experience.

Because of your preparation, coordination, and leadership, the night went about as well as it possibly could. You contained a challenging situation, minimized issues, and kept our guests, tenants, and employees safe. The outcome speaks for itself: only one arrest and one incident throughout the entire night.

Holding the line on our youth policy during an influx like that doesn’t happen by accident. It reflects strong planning, clear communication, and professionalism on the ground, all of which were evident this weekend.

A year ago, we were in a very different place. The improvement since then is significant and is a direct result of the commitment you’ve shown. We’re fortunate to have this partnership with BSO and this team in place. Saturday demonstrated what we can accomplish together.

Thank you.

Josh Levine
General Manager | Dania Pointe

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City of Dania Beach
100 WEST DANIA BEACH BLVD
DANIA BEACH, FLORIDA 33004
May 14,2026

Special Magistrate Agenda

Case #	Status	Hearing Type	Property Address	Cited Party	Default Inspector
2025-00000547	Active	H-ABATEMENT - Abatement Hearing	604 SW 2 AVE	604 SW 2ND AVE LLC	Alberto Chavarria
2025-00000852	Active	H-CONFIRMATION - Confirmation Hearing	707 SW 10 ST	MEDALLA LAND LLC	Alberto Chavarria
2025-00000884	Active	H-FORECLOSURE - Foreclosure Hearing	307 W DIXIE HWY	307 W DIXIE LLC	Alberto Chavarria
2025-00001358	Active	H-CONFIRMATION - Confirmation Hearing	753 SW 2 ST	NATIONSTAR MORTGAGE LLC % MR COOPER	Alberto Chavarria
2025-00001372	Active	H-CONFIRMATION - Confirmation Hearing	708 SW 7 TER	LARKIN, IVADELL	Alberto Chavarria
2025-00001411	Active	H-CONFIRMATION - Confirmation Hearing	242 SW 16 ST	JOHNSON SOLOMON & NATHANIEL-JOHNSON CARROL P	Alberto Chavarria
2025-00001920	Active	H-FIRST HEARING - First Hearing	1200 STIRLING RD	STIRLING INDUSTRIAL PARK C/O: ALAN LEVY	Alberto Chavarria
2025-00001921	Active	H-FIRST HEARING - First Hearing	1206 STIRLING RD	STIRLING INDUSTRIAL PARK C/O: ALAN LEVY	Alberto Chavarria
2025-00001922	Active	H-FIRST HEARING - First Hearing	1210 STIRLING RD	STIRLING INDUSTRIAL PARK C/O: ALAN LEVY	Alberto Chavarria
2025-00001929	Active	H-FIRST HEARING - First Hearing	1300 STIRLING ROAD	STIRLING INDUSTRIAL PARK C/O ALAN LEVY	Alberto Chavarria

Special Magistrate Agenda

2025-00001936	Active	H-FIRST HEARING - First Hearing	1320 STIRLING ROAD	STIRLING INDUSTRIAL PARK % ALAN LEVY	Alberto Chavarria
2025-00001965	Active	H-FIRST HEARING - First Hearing	FOREST VIEW CIR	FOREST VIEW ESTATES LLC	Alberto Chavarria
2025-00001970	Active	H-FIRST HEARING - First Hearing	1340 STIRLING RD	STIRLING INDUSTRIAL PARK % ALAN LEVY	Alberto Chavarria
2026-00000064	Active	H-FIRST HEARING - First Hearing	140 S COMPASS WAY	DANIA LIVE 1748 LLC C/O: KIM REALTY	Alberto Chavarria
2026-00000092	Active	H-FIRST HEARING - First Hearing	1555 SW 12 AVE	GUARANTY LLC	Alberto Chavarria
2026-00000158	Active	H-FIRST HEARING - First Hearing	4164 SW 52 ST	OHANA, SHAI TAHORI, MORDECHAI	Alberto Chavarria
2026-00000180	Active	H-FIRST HEARING - First Hearing	4231 SW 53 ST	EMERALD PALMS VENTURE LP	Alberto Chavarria
2025-00000713	Active	H-EXTENSION - Extension Hearing	4350 SW 48 CT	DIDI CAPITAL CORP	Andre Smith
2025-00000977	Active	H-CONFIRMATION - Confirmation Hearing	4117 SW 52 ST	OR PINHAS INC	Andre Smith
2025-00001319	Active	H-FIRST HEARING - First Hearing	5511 WOODLAND LN	L'CHAIM FARM LLC	Andre Smith
2025-00001805	Active	H-FIRST HEARING - First Hearing	300 S FEDERAL HWY	OGEL LLC	Andre Smith
2025-00001809	Active	H-FIRST HEARING - First Hearing	322 S FEDERAL HWY	SHREE-RAM PLAZA LLC	Andre Smith

City of Dania Beach
100 WEST DANIA BEACH BLVD
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2025-00001840	Active	H-FIRST HEARING - First Hearing	246 S FEDERAL HWY	CARI MCELYEA KRESA REV TR KRESA, CARI MCELYEA TRSTEE	Andre Smith
2025-00001841	Active	H-FIRST HEARING - First Hearing	1502 S FEDERAL HWY	1502 S FEDERAL HIGHWAY LLC C/O: XIRAS JOSEPH	Andre Smith
2025-00001842	Active	H-FIRST HEARING - First Hearing	234 S FEDERAL HWY	HAYASTAN 234 LLC	Andre Smith
2025-00001861	Active	H-FIRST HEARING - First Hearing	202 S FEDERAL HWY	OAK STREET INVESTMENT GRADE NET LEASE FUND SERIES 2020-1 LLC	Andre Smith
2026-00000123	Active	H-FIRST HEARING - First Hearing	220 SW 5 ST	REINOSO, ROSA INDHIRA	Andre Smith
2026-00000142	Active	H-FIRST HEARING - First Hearing	237 SW 4 ST S/S	237 DANIA REALTY LLC %ELBIA SANCHEZ	Andre Smith
2025-00001892	Active	H-FIRST HEARING - First Hearing	105 S FEDERAL HWY	HARNIK MANAGEMENT LLC	Anson Westberry
2025-00001948	Active	H-FIRST HEARING - First Hearing	323-325 S FEDERAL HIGHWAY	TIMMEY BASMATIAH	Anson Westberry
2026-00000061	Active	H-FIRST HEARING - First Hearing	25 SE 12 ST	JEANNINE TRUDEAU	Anson Westberry
2026-00000107	Active	H-FIRST HEARING - First Hearing	53 SE 11 ST	NIKKI 51-53 LLC	Anson Westberry
2026-00000141	Active	H-FIRST HEARING - First Hearing	249 S FEDERAL HWY	UNILATINA CORP	Anson Westberry
2025-00001245	Active	H-CONFIRMATION - Confirmation Hearing	90 BRYAN RD	WAVE 90 L2 LLC	Luciano Nibbs
2025-00001853	Active	H-FIRST HEARING - First Hearing	2 S FEDERAL HWY	MORS PROPERTIES LLC	Luciano Nibbs
2025-00001856	Active	H-FIRST HEARING - First Hearing	35 PARK AVE	DANIA CANTERBURY L P	Luciano Nibbs

Special Magistrate Agenda

2025-00001918	Active	H-FIRST HEARING - First Hearing	110 NW 1 ST	DANIA WAREHOUSE 110 LLC	Luciano Nibbs
2025-00001924	Active	H-FIRST HEARING - First Hearing	999 ELLER DRIVE	COON HOLDINGS INC	Luciano Nibbs
2025-00001931	Active	H-FIRST HEARING - First Hearing	42 NW 14 CT	CHRISTOPHER L SWEETING & RUSHAE SMITH SWEETING	Luciano Nibbs
2025-00001973	Active	H-FIRST HEARING - First Hearing	145 SW 3 AVE	FLORIDA EAST COAST RAILWAY ATTN: DANIELA BRANDENBURG	Luciano Nibbs
2025-00001978	Active	H-FIRST HEARING - First Hearing	151 SW 18 COURT	STIRLING HOTEL DANIA BEACH LTD	Luciano Nibbs
2025-00000450	Active	H-CONFIRMATION - Confirmation Hearing	4485 SW 25 TER	4485 SW 25TH TERRACE LLC	Michelle Shahryar
2025-00000451	Active	H-CONFIRMATION - Confirmation Hearing	4497 SW 25 TER	ANNERYS & RAFAEL H/E PUIG, RAFAEL & ROSA PUIG	Michelle Shahryar
2025-00000483	Active	H-CONFIRMATION - Confirmation Hearing	3040 SW 45 ST	WEBSTER,ROBERT S	Michelle Shahryar
2025-00001134	Active	H-CONFIRMATION - Confirmation Hearing	4401 SW 35 AVE	O'BRIEN PROPERTY INVESTMENTS LLC	Michelle Shahryar
2025-00001235	Active	H-CONFIRMATION - Confirmation Hearing	804 NW 8 ST	JAMES BRADLEY	Michelle Shahryar
2025-00001238	Active	H-ABATEMENT - Abatement Hearing	714 NW 8 AVE	NOVOA MAURICIO G	Michelle Shahryar
2025-00001269	Active	H-CONFIRMATION - Confirmation Hearing	804 NW 8 ST	JAMES BRADLEY	Michelle Shahryar
2025-00001402	Active	H-EXTENSION - Extension Hearing	610 NE 2 PL	CHERNIY, DENNIS	Michelle Shahryar

Special Magistrate Agenda

2025-00001704	Active	H-FIRST HEARING - First Hearing	934 NAUTILUS ISLE	IDANIEL VAZQUEZ VAZQUEZ	Michelle Shahryar
2025-00001749	Active	H-FIRST HEARING - First Hearing	525 NE 3 ST	ALEGRE HOMES USA LLC	Michelle Shahryar
2025-00001789	Active	H-FIRST HEARING - First Hearing	2880 SW 23 TER 102	VICENTE HOLDING GROUP LLC	Michelle Shahryar
2026-00000010	Active	H-FIRST HEARING - First Hearing	3019 RAVENSWOOD RD 104	SOUSA ELIZABETH PETROSKE	Michelle Shahryar
2026-00000012	Active	H-FIRST HEARING - First Hearing	3019 RAVENSWOOD RD 108	AEROSPACE DESIGN GROUP INC	Michelle Shahryar
2026-00000060	Active	H-FIRST HEARING - First Hearing	4531 SW 42 TER	DIAZ, YESENIA VILADRICH, PABLO DANIEL	Michelle Shahryar
2026-00000100	Active	H-FIRST HEARING - First Hearing	2757 SW 47 ST	OGBUAGU HENRY M & CYNTHIA	Michelle Shahryar
2026-00000110	Active	H-FIRST HEARING - First Hearing	5510 SW 25 AVE	5510 SW LAND TR / CASITA SERVICES LLC TRSTEE	Michelle Shahryar
2026-00000113	Active	H-FIRST HEARING - First Hearing	5446 SW 25 AVE	5446 SW LAND TR / CASITA SERVICES LLC TRSTEE	Michelle Shahryar
2026-00000169	Active	H-RECURRING - Recurring Hearing	304 SE 4 ST	KALENTZIS ANASTASIOS	Michelle Shahryar
2026-00000213	Active	H-RECURRING - Recurring Hearing	3241 SW 44 ST	B & H INVESTMENT MANAGEMENT LLC	Michelle Shahryar
2025-00000139	Active	H-CONFIRMATION - Confirmation Hearing	SW 54 ST	CONSOLIDATE MANAGEMENT CO % EMERALD ISLES CONDO	Ricky Ali
2025-00000392	Active	H-EXTENSION - Extension Hearing	4407 SW 37 AVE	KANE, MICHAEL	Ricky Ali

Special Magistrate Agenda

2025-00001176	Active	H-CONFIRMATION - Confirmation Hearing	2351 SW 34 ST	LEGGENDE REALTY LLC	Ricky Ali
2025-00001672	Active	H-CONFIRMATION - Confirmation Hearing	4541 SW 28 TER	TWIN HARBORS PROPERTY MANAGEMENT LLC	Ricky Ali
2025-00001870	Active	H-FIRST HEARING - First Hearing	2216 SW 38 ST	2216 LLC	Ricky Ali
2025-00001876	Active	H-FIRST HEARING - First Hearing	3091 GRIFFIN RD	GRIFFIN BJK LLC	Ricky Ali
2026-00000033	Active	H-FIRST HEARING - First Hearing	3121 SW 44 ST	E & D BROTHERS GROUP 2 LLC	Ricky Ali
2026-00000087	Active	H-FIRST HEARING - First Hearing	2295 SW 45 ST	COSTA ERIC	Ricky Ali
2026-00000139	Active	H-FIRST HEARING - First Hearing	3391 GRIFFIN RD	FAMILY SHUL INC	Ricky Ali
2026-00000179	Active	H-RECURRING - Recurring Hearing	2296 W STATE RD 84	AMERICAN RECOVERY SPECIALISTS OF FT LAUDERDALE INC	Ricky Ali
2024-00001431	Active	H-CONFIRMATION - Confirmation Hearing	5511 WOODLAND LN	L'CHAIM FARM INC	Windy Damis
2025-00000202	Active	H-CONFIRMATION - Confirmation Hearing	5501 SW 24 AVE	AZULAY, ROY	Windy Damis
2025-00000659	Active	H-ABATEMENT - Abatement Hearing	5430 SW 25 AVE	E & D DANIA LIMITED LLC	Windy Damis
2025-00001213	Active	H-EXTENSION - Extension Hearing	3414 GRIFFIN RD	GRIFFIN PARTNERS INC	Windy Damis
2025-00001793	Active	H-FIRST HEARING - First Hearing	3414 GRIFFIN RD	GRIFFIN PARTNERS INC	Windy Damis

City of Dania Beach
100 WEST DANIA BEACH BLVD
DANIA BEACH, FLORIDA 33004
May 14,2026

Special Magistrate Agenda

2025-00001794	Active	H-FIRST HEARING - First Hearing	2820 GRIFFIN RD	MALIKMO LLC	Windy Damis
2025-00001813	Active	H-FIRST HEARING - First Hearing	2990 GRIFFIN RD	2990 GRIFFIN ROAD	Windy Damis
2025-00001820	Active	H-FIRST HEARING - First Hearing	3036 GRIFFIN RD	JOHN A LETO SR TR	Windy Damis
2025-00001834	Active	H-FIRST HEARING - First Hearing	2700 GRIFFIN RD	K E 2700 LLC	Windy Damis
2025-00001836	Active	H-FIRST HEARING - First Hearing	4800 SW 28 TER	N& D HOLDING INC	Windy Damis
2025-00001844	Active	H-FIRST HEARING - First Hearing	2972 GRIFFIN RD	ATHANASIOS ZAVALIS EST	Windy Damis
2025-00001857	Active	H-FIRST HEARING - First Hearing	2890 GRIFFIN RD	VERRILLI SALVATORE	Windy Damis
2025-00001859	Active	H-FIRST HEARING - First Hearing	2600-2648 GRIFFIN RD	SDS DEVELOPMENT& TRUST LLC	Windy Damis
2025-00001884	Active	H-FIRST HEARING - First Hearing	5731 SW 24 AVE	SHIRAN DAVID	Windy Damis
2026-00000136	Active	H-FIRST HEARING - First Hearing	2661 SW 54 PL	POMPANO BEACH HOUSING SERVICE LLC	Windy Damis
2026-00000159	Active	H-FIRST HEARING - First Hearing	2360 SW 51 CT	JENNY GRANADOS & RICHARDO MARULANDA	Windy Damis
2026-00000163	Active	H-FIRST HEARING - First Hearing	2251 SW 51 CT	GASBODA TIMOTHY A EST	Windy Damis
2026-00000166	Active	H-FIRST HEARING - First Hearing	3016 SW 50 ST	KNOLES, JASON	Windy Damis

Special Magistrate Agenda

2026-00000190	Active	H-FIRST HEARING - First Hearing	4944 SW 26 TER	HERNANDEZ, FRANK & PADILLA, SILVIA	Windy Damis

City of Dania Beach
Public Services Memorandum

DATE: 5/12/2026

TO: Mayor and Commissioners

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

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

Fernando J. Rodriguez, Public Services Director

SUBJECT: **APPROVAL OF A RESOLUTION AUTHORIZING APPLICATION FOR EPA-COMMUNITY GRANT PROJECT**

Request:

The Public Services Department (PSD) is requesting authorization for approval to apply for the EPA – Community Grant Project for the High Service Pump and Drive Replacement Project.

Background:

The High Service Pumps are central to the facility's water distribution system, engineered for reliable performance under demanding conditions. Designed to manage large volumes and maintain constant pressure throughout the network, these pumps serve as the backbone of municipal supply, ensuring that water reaches users efficiently and consistently. Each unit features advanced control systems for real-time monitoring and maintenance, reducing downtime and optimizing operational cost. The integration of these pumps supports both present and future capacity needs, aligning with sustainability goals and enhancing resilience against service interruptions.

Budgetary Impact

There is no immediate budgetary impact associated with authorization to apply for the grant. The City has been awarded $1,500,000 in federal funding through the U.S. Environmental Protection Agency Community Grant Program for this project. Additionally, the EPA has granted a waiver of the required non-federal cost share; therefore, no local matching funds are required for this award. Any future acceptance of grant funding will remain subject to City Commission approval, final grant terms, coordination with partnering jurisdictions as applicable, and the availability of eligible funding sources.

Recommendation
PSD recommends approval of the Resolution authorizing submission of the EPA – Community Grant Project application.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE EPA COMMUNITY GRANT PROJECT FOR THE HIGH SERVICE PUMP AND DRIVE REPLACEMENT PROJECT, WHICH IS A CRITICAL COMPONENTS OF THE CITY'S WATER DISTRIBUTION SYSTEM; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE APPLICATIONS AND RELATED DOCUMENTS; PROVIDING FOR ACCEPTANCE OR DECLINATION OF AWARDS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the United States Environmental Protection Agency (EPA) administers grant programs to support infrastructure improvements and environmental sustainability initiatives; and

WHEREAS, the City of Dania Beach Public Services Department seeks to apply for funding under the EPA Community Grant Project for the High Service Pump and Drive Replacement Project; and

WHEREAS, the High Service Pumps are critical components of the City's water distribution system, designed to manage large volumes of water and maintain consistent pressure throughout the network, ensuring reliable delivery of water to residents and businesses; and

WHEREAS, the proposed project will support the replacement of existing pumps and drives with updated equipment featuring advanced control systems for real-time monitoring, improved operational efficiency, reduced downtime, and enhanced system reliability; and

WHEREAS, the project aligns with the City's goals of sustainability, infrastructure resilience, and long-term service reliability; and

WHEREAS, there is no immediate budgetary impact associated with the authorization to apply for this grant, and

WHEREAS, the City of Dania Beach has been awarded $1,500,000 in federal funding through the U.S. Environmental Protection Agency Community Grant Program for the High Service Pump and Drive Replacement Project; and

WHEREAS, the EPA has granted a waiver of the required non-federal cost share for this project, and therefore no local matching funds are required; and

WHEREAS, any future acceptance of grant funding, including any required local match, will be subject to City Commission approval and availability of funds; and

WHEREAS, submission of an application does not obligate the City to accept any award, and the City retains the discretion to decline funding if it is determined not to be in the City's best interest.

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 incorporated herein by this reference.

Section 2. That the City Commission hereby authorizes the submission of an application to the United States Environmental Protection Agency for the Community Grant Project for the High Service Pump and Drive Replacement Project.

Section 3. That the City Manager, or designee, is hereby authorized to prepare, execute, and submit all grant applications, certifications, assurances, and supporting documentation required by the EPA.

Section 4. That the City Commission authorizes the City Manager, or designee, to accept or decline any grant award consistent with the City's best interests and subject to further Commission approval as required.

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

Section 6. That this Resolution shall become effective immediately.

PASSED AND ADOPTED on __________________, 2026.

Motion by ___________________________, second by ____________________________.

FINAL VOTE ON ADOPTION:	Unanimous ____	
	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

SIGNATURES ON THE FOLLOWING PAGE

ATTEST:

______________________________ ______________________________

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

____

EVE A. BOUTSIS
CITY ATTORNEY

CITY OF DANIA BEACH
CITY ATTORNEY'S OFFICE

MEMORANDUM

DATE: April 28, 2026

TO: Mayor and City Commission

FROM: Eve A. Boutsis, City Attorney

SPONSOR: Commissioner Archibald J. Ryan, IV

SUBJECT: Approve the First Amendment to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

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The Request:

Approve the First Amendment to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida

Background:

Broward County, the City of Dania Beach and 28 other cities entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("Authority"), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

The ILA became effective on August 16, 2023 ("ILA Effective Date"). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties' costs fair, predictable, and aligned with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public. F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

Recommendation
Approve the resolution.

Budgetary Impact

Undetermined at this time.

RESOLUTION NO. 2026-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, APPROVING THE FIRST AMENDMENT (THE FACILITIES AMENDMENT) TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; AUTHORIZING THE APPROPRIATE OFFICIAL TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT; AUTHORIZING THE CITY CLERK TO PROVIDE A COPY OF THIS RESOLUTION AND THE EXECUTED FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, has previously entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida (the "ILA") among Broward County, Florida (the "County") and twenty-eight municipalities in Broward County (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively with the County, the "Parties," and each individually a "Party") effective as of August 16, 2023 ("ILA Effective Date"), that created the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (the "Authority"); and

WHEREAS, the residents, businesses and tourists in Broward County generate 5,000,000 tons of solid waste annually, or 20,000 pounds per minute, double the national average per person; and

WHEREAS, commissioned studies project that the amount of future solid waste generation in Broward County will increase by almost 50 percent over the next 40 years; and

WHEREAS, the single existing Class I landfill in Broward County currently available for disposal of solid waste is reaching capacity, and will stop accepting Class I waste for disposal at the end of this year; and

WHEREAS, the single existing waste-to-energy plant located in Broward County is at capacity and is unable to accept any additional solid waste; and

WHEREAS, the County and its municipalities face a solid waste crisis based upon projected increases in the generation of solid waste; and

WHEREAS, since the 2013 dissolution of the Resource Recovery System (which had been governed by the Resource Recovery Board), the municipalities and the County have failed to achieve the 75 percent statutory recycling goal, instead the County recycling rate is approximately 30 percent; and

WHEREAS, even for those municipalities that are participating in recycling efforts, the contamination rates are far too high, resulting in less recycling and increased direct costs to the municipalities that are paid by their residents; and

WHEREAS, following the dissolution of the Resource Recovery System and Resource Recovery Board, each of the 31 municipalities and the County (for the unincorporated area) were on their own to manage solid waste disposal and recycling, resulting in variability of costs and disposal services; and

WHEREAS, the Solid Waste Working Group and subsequently the Authority have analyzed waste composition, waste generation, existing disposal capacity, and areas where significant improvements in solid waste management would yield economies of scale that are expected to result in lower processing and disposal costs, in order to achieve necessary goals of reduction, reuse and recycling to conserve needed disposal capacity; and

WHEREAS, the Governing Board of the Authority, on April 17, 2026, adopted a Master Plan that will enable the Parties to work collaboratively, for at least the next 40 years, to implement a long-term, environmentally sustainable, transparent, innovative, and economically efficient plan and approach to reduction, reuse, recycling, and disposal of solid waste generated in the County; and

WHEREAS, the Master Plan outlines strategic actions across several key areas:

- Establishing a waste management system throughout the County that decreases dependency on landfill and waste-to-energy and reduces the risk of market-driven unpredictability of costs for ILA members.
- Ensuring all Parties benefit from streamlined operations, improved access to services, and meaningful participation in long-term decision-making.
- Promoting a circular economy that maximizes the diversion of solid waste from the waste stream into beneficial uses that support domestic supply chains and manufacturing while reducing the reliance on and extraction of virgin natural resources.
- Reducing waste generation through a robust education and outreach program, behavior change, and incentives for circular economy practices.

- Expanding recovery and recycling with construction and demolition (C&D) debris and mandatory commercial recycling ordinances, implementing curbside source-separated yard trash processing, and developing convenience recycling drop-off facilities to protect current and future disposal capacity and maximize value from recovered solid waste commodities for the benefit of ILA members.
- Optimizing the use of existing public and private infrastructure in the most economical and efficient manner, while identifying the potential for new facility needs for transfer, processing, and disposal over the long term so as to achieve the goals of financial transparency, predictability and savings.
- Improving governance and financial stability via flow control mechanisms, assessment models, and regional policy and service harmonization; and

WHEREAS, in order for the Authority to continue in existence, the ILA requires the adoption of a "Facilities Amendment" within thirty-six months of the ILA Effective Date as part of the Formation Conditions of the Authority, all as defined in the ILA; and

WHEREAS, as part of the Formation Conditions, each Municipal Party's elected body has one hundred twenty days to adopt and deliver to the Authority a resolution approving the Facilities Amendment; and

WHEREAS, if the City fails to adopt and deliver to the Authority a resolution approving the Facilities Amendment within that one hundred twenty-day period, it will be deemed to constitute the City's withdrawal from the ILA; and

WHEREAS, for the Facilities Amendment to be effective, it must be approved by the elected bodies of: (a) Municipal Parties representing at least eighty percent (80%) of the total population of the Municipal Parties; and (b) the County; and

WHEREAS, on March 20, 2026, the Governing Board of the Authority voted to recommend the First Amendment to the ILA, which is attached hereto as Exhibit "A" to this Resolution (the "Facilities Amendment"); and

WHEREAS, the City Commission of the City of Dania Beach, deems it to be in the best interest of the City to support the Master Plan, to continue to be a Municipal Party of the Authority, and to approve the Facilities Amendment.

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

Section 1. The foregoing WHEREAS clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The Facilities Amendment attached hereto as Exhibit "A" is approved together with such non-substantive changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney.

Section 3. The appropriate City officials are authorized and directed to execute the Facilities Amendment and to send a copy of this Resolution and the executed Facilities Amendment to the Authority.

Section 4. The appropriate City officials are further authorized to execute a revised version of the Facilities Amendment, if requested by the Authority, so long as the revised Facilities Amendment is substantively the same as Exhibit "A" and includes only non-substantive changes that are acceptable to the City Manager and approved as to form and legality by the City, and to send such revised Facilities Amendment to the Authority. Exhibit "A" is incorporated by reference into this Resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section, or other part of this Resolution shall be considered unconstitutional, or invalid in part, such unconstitutional or invalid provision shall be considered ineffective and will in no way affect the validity of the other provisions of this Resolution.

Section 7. This Resolution shall be effective immediately upon its passage and adoption.

PASSED AND ADOPTED this ____day of ____, 2026.

Motion by______________________second by ______________________

FINAL VOTE ON ADOPTION: Unanimous ____

	Yes	No
Commissioner Lori Lewellen	____	____
Commissioner Luis Rimoli	____	____
Commissioner Archibald J. Ryan IV	____	____
Vice Mayor Marco Salvino	____	____
Mayor Joyce L. Davis	____	____

ATTEST:

ELORA RIERA, MMC
CITY CLERK

JOYCE L. DAVIS
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

EVE A. BOUTSIS
CITY ATTORNEY

EXHIBIT “A”

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

This First Amendment ("Facilities Amendment") to the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") is entered into by and among Broward County, a political subdivision of the State of Florida ("County"), and the municipalities in Broward County that formally approve this Amendment pursuant to the ILA's terms and return an executed signature page (each, individually, a "Municipal Party" and collectively, the "Municipal Parties") (collectively, the "Parties" and each individually a "Party").

RECITALS

A. The Parties entered into the Interlocal Agreement for Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("ILA") to form an independent special district known as the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County, Florida ("Authority"), which is charged with coordinating regional solid waste disposal and recycling programs pursuant to Sections 163.01, 403.706(11), (12), (15), and (19), and 403.713, Florida Statutes.

B. The ILA became effective on August 16, 2023 ("ILA Effective Date"). It requires the adoption of a Facilities Amendment within thirty-six (36) months of the ILA Effective Date as part of the Formation Conditions. This Facilities Amendment, as defined in Section 3.3 of the ILA, is adopted pursuant to that requirement.

C. Section 3.3 of the ILA provides that, to be effective, the Facilities Amendment must be approved by the Broward County Board of County Commissioners and by the governing bodies of municipalities representing at least eighty percent (80%) of the total population of the Municipal Parties to the ILA.

D. As further described in Section 3.3 of the ILA, the purpose of the Facilities Amendment is to: (i) provide long-term contingency plans for waste disposal; (ii) address the use and disposition of Authority facilities and assets in the event of a Wind Down; and (iii) ensure the orderly and efficient allocation of services during that process. The Facilities Amendment reflects lessons from the prior regional solid waste system established in 1986 (the Broward Solid Waste Disposal District governed by the Resource Recovery Board), which dissolved in 2013 and gave rise to asset disputes and litigation that was eventually resolved by settlement in 2015. Through the Facilities Amendment, the Parties seek to avoid similar conflicts by clearly defining procedures for the use and disposition of Authority assets.

E. Consistent with the purposes listed above, this Facilities Amendment is designed to protect public funds and preserve investments in public infrastructure. The Facilities Amendment defines the facilities the Authority may own and operate, establishes standards for open and accountable operation of the System, and includes safeguards intended to keep the Parties' costs fair, predictable, and aligned with the public interest. The Facilities Amendment also establishes a transparent, orderly Wind Down procedure in which the Authority's assets and liabilities are distributed to continue benefiting the public.

F. This Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, the ILA, as amended by this Facilities Amendment, may only be modified in compliance with Article 16 of the ILA.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Facilities Amendment shall retain the meaning ascribed to such terms in the ILA.

2. Article 2, entitled "**DEFINITIONS**" of the ILA, is hereby amended to add the following new defined terms:

2.0.1 Authority Fund(s) means all monies and financial instruments held by or for the benefit of the Authority, including, without limitation, funds derived from revenues, fees, charges, debt proceeds, investment earnings, and sale proceeds. Authority Funds do not include Authority-Owned Assets.

2.0.2 Authority-Owned Asset(s) means property owned by the Authority, including, without limitation, real property or tangible property, whether used or unused, and any reserve funds dedicated to such property. This term includes Authority-Owned Facilities but does not include Authority Funds.

2.0.3 Authority-Owned Facility(ies) means any System Facility owned by the Authority and operated as part of the System in relation to the management, collection, disposal, processing, recycling, storage, or transfer of System Waste.

2.0.4 System Facility means any site, facility, or equipment, whether or not owned by the Authority, that is operated for the management, collection, disposal, processing, recycling, storage, or transfer of System Waste. This term includes, without limitation, any permanent drop-off center, recycling facility, transfer station, or solid waste disposal facility that receives System Waste. This term does not include real property not directly used for solid waste management, recycling, or resource recovery purposes

3. The Parties agree that this document constitutes the Facilities Amendment as described in Section 3.3 of the ILA and includes the required provisions as stated therein, and therefore the requirements contained Section 3.3 of the ILA are no longer operative.

4. Section 8.1.8 of the ILA is hereby amended as follows (with such deletions set as ~~strikethroughs~~ and such additions set as <u>underlines):</u>

8.1.8. To the extent permissible under applicable law and provided it does not interfere with County's ability to fulfill its statutory obligations, including under Section 403.706(1), Florida Statutes, the Authority will have the power to provide disposal for Authority Solid Waste generated in the Parties' jurisdictions. The Authority is not granted the power to own or operate a "solid waste disposal facility," as that term is defined in Section 403.703, Florida Statutes (2022), or sell or otherwise transfer an interest in such a facility, unless an amendment to this Agreement, granting such power to the Authority and setting forth the limits and extent of such power, is approved by the elected bodies of: (a) Municipal Parties representing at least ~~two-thirds (2/3)~~ eighty percent (80%) of the total population of the Municipal Parties, and (b) County.

5. A new Article 20 entitled "**AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS**" is hereby added to read as follows:

ARTICLE 20. AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS

20.1 **Purpose**. The Parties wish to provide a framework for the responsible stewardship of public infrastructure and to prioritize publicly owned transfer stations as critical assets that support the System's flexibility, address regional needs, and reduce costs for the public. The Parties also seek to establish a structured pathway to enable the potential expansion to more state-of-the-art public facilities in the future, if required and approved by the Parties pursuant to the terms of the ILA.

20.2 **Approved types of Authority-Owned Facilities**. Notwithstanding anything to the contrary in the ILA, the Authority has the power to own or operate the following without following the procedure set forth in Section 8.1.8 of the ILA:

20.2.1 "Transfer Stations," as defined in Section 403.703, Florida Statutes (2022);

20.2.2 "Permanent Drop-Off Centers," meaning any permanent collection site or facility primarily used for the lawful acceptance of System Waste from the public, that is not a "solid waste disposal facility" as defined in Section 403.703, Florida Statutes (2022); and

20.2.3 "Recycling Facilities," meaning any site, facility, or equipment primarily used for recycling or recovering materials, including, without limitation, the collection, transportation, separation, processing, or reuse of solid waste (or materials that would otherwise become solid waste) in the form of raw materials or intermediate or final products. This term is to be construed liberally to include, without limitation, any recovered materials processing facilities, material recovery facilities, yard waste or organics processing facilities, construction and demolition debris recovery facilities, pulverizers, compactors, shredding and baling plants, composting facilities, other volume reduction plants, biochar pyrolysis plants, organic anaerobic digesters, and other thermal, mechanical, or biological conversion facilities. This term does not include any landfill, waste-to-energy facility, or other "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022).

Any Authority ownership or operation of any other type of "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), outside the scope of this Article 20, and not approved through an amendment adopted pursuant to Section 8.1.8 of the ILA, constitutes a material breach subject to the provisions of Articles 15 and 17 of the ILA, including injunctive relief where appropriate.

20.3 **Amendment related to other types of solid waste disposal facilities; requirements.** If, in the future, the Authority is granted the power to own or operate a "solid waste disposal facility" pursuant to Section 8.1.8 of the ILA, the amendment granting that power must, in addition to the requirements of that Section 8.1.8, also establish the rules, procedures, and funding mechanisms for allocating amongst County, the Municipal Parties and any other municipalities the costs of any capital expansion of a County-owned facility that may be required for County to meet its statutory obligations in the event of a Wind Down if caused by the individual or collective action of the Municipal Parties. The allocation of costs may include County paying all costs, the Municipal Parties paying all costs, or a shared arrangement.

20.4 **Other publicly owned System Facilities.**

20.4.1 Nothing in this Facilities Amendment prohibits any individual Party from owning or operating any "solid waste management facility," as defined in Section 403.703, Florida Statutes (2022), any Permanent Drop-Off Center, or any Recycling Facility.

20.4.2 The Authority may contract with any Party to receive services from, or obtain access to, any System Facility owned or operated by that Party. In return, the Authority may agree to a long-term commitment of System Waste to such System Facility or to any other terms mutually agreed upon by the parties. These agreements may include arrangements under which a Party constructs or acquires a System Facility for the Authority's benefit. However, unless the relevant contract expressly states otherwise, any System Facility owned by an individual Party will not be considered an Authority-Owned Facility and will remain the property of that Party upon Wind Down.

20.5 **Public-private partnerships.** The Authority may enter into public-private partnerships as permitted by applicable law. Notwithstanding the foregoing, the Authority is prohibited from entering into any public-private partnership that results in the Authority owning, in whole or in part, any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022), unless the ILA is amended pursuant to Section 8.1.8 of the ILA.

20.6 **Protection of Authority-Owned Facilities.** Authority-Owned Facilities are held by the Authority in trust for essential governmental and public purposes and are dedicated to the provision of public solid waste and recycling services for the benefit of the Parties, their residents or businesses. Except to the extent expressly pledged pursuant to a written agreement, or as otherwise required under applicable law, Authority-Owned Facilities will not constitute general assets of the Authority, and all Authority obligations will be non-recourse to Authority-Owned Facilities and payable solely from Authority Funds. No other creditor or claimant may levy upon, attach, execute against, foreclose upon, encumber, or otherwise interfere with any Authority-Owned Facility, and any entity that is not a Party to the ILA that contracts with or asserts a claim against the Authority is deemed, to the fullest extent permitted by Florida law, to have waived any right to receivership or injunctive relief affecting Authority-Owned Facilities. In the event of Wind Down, the Authority's outstanding obligations will be satisfied to the fullest extent possible with Authority Funds.

6. A new Article 21 entitled "**WIND DOWN OF AUTHORITY**" is hereby added to read as follows:

ARTICLE 21. WIND DOWN OF AUTHORITY

21.1 **Purpose**. The Parties desire to ensure that the System remains intact and that investments made in public infrastructure continue to serve public needs in the event of Wind Down. The Parties hereby designate the following rules for Wind Down of the Authority, the orderly transfer of services performed by the Authority, and the transfer of assets of the Authority to a successor entity (or to County if County chooses to perform those services upon Wind Down subject to the requirements set forth below) to benefit all Parties.

21.2 **Schedule**. The general schedule of Wind Down is illustrated in Table 1 below.

Table 1	
Days after Notice of Wind Down	Required Action
Day 0	Executive Director issues Notice of Wind Down.
Day 45	Executive Director issues Comprehensive Inventory and begins settling the Authority's debts, liabilities, and obligations using Authority Funds.
Day 99	Deadline for County and Municipal Parties to agree on whether to transfer services to County or a successor entity to the Authority.
	Schedule below applies only to the standard procedure in Section 21.6.1
Day 100	Executive Director issues first Asset Offers to Parties.
Day 150	Applicable Parties' deadline to accept or decline first Asset Offer.
Day 150	The obligation to provide services is transferred to each Party for its geographic jurisdiction, unless County or successor entity has assumed services.
Day 151	Executive Director issues second Asset Offers to Parties.
Day 201	Applicable Parties' deadline to accept or decline second Asset Offer.
After Day 201	Authority sells any Authority-Owned Asset(s) declined by the Parties, uses the proceeds to pay remaining debts and liabilities, and distributes any remaining funds to the Parties.

	The following applies to the standard procedure and both alternate procedures.
No later than 365 days all transfers, debts, and liabilities resolved	Certification and dissolution of the Authority.

Pursuant to this Article 21, the Authority will first pay its debts and liabilities from Authority Funds. Next, once those debts and liabilities are paid, or such funds are exhausted, the Authority will transfer title of any Authority-Owned Assets to the Parties pursuant and subject to Section 21.7 and Article 22. If an Authority-Owned Asset is not transferred to a Party, the Authority will sell that asset. The Authority will use the sale proceeds to pay any remaining debts and liabilities. Finally, the Authority will distribute any surplus sale proceeds and any remaining Authority Funds among the Parties as provided below.

The running of any Wind Down deadline will not be tolled, suspended, delayed, or extended due to the existence of any dispute, request for clarification, or pending arbitration or litigation, except as expressly provided in this Section 21.2. Notwithstanding the foregoing, if the Executive Director or the Authority fails to meet any Wind Down deadline that is applicable to the Executive Director or the Authority, then any deadline applicable to the Parties that is expressly triggered by, or cannot reasonably be performed without, timely completion of such missed obligation will be automatically tolled for a period equal to the duration of such failure (measured from the missed due date until the obligation is satisfied), and the Parties will not be deemed in default for the resulting delay. The Wind Down schedule and all deadlines in this Article 21 are intended to promote fairness, limit dispute, and ensure the orderly and continuous transfer of services and Authority-Owned Assets during Wind Down, and are not intended to be punitive. Pending resolution of any dispute, the Authority and all Parties will continue to perform in good faith and proceed with Wind Down in compliance with this Facilities Amendment, and no tolling will apply except as expressly provided above. For the avoidance of doubt, the Authority will not be considered dissolved until certification pursuant to Section 21.8 below confirms that all Authority obligations have been fully performed and satisfied.

21.3 **Wind Down operations.** During the Wind Down period, the Authority will continue to operate solely for the limited purposes of concluding its affairs, preserving continuity of services, and maintaining assets until such responsibilities are assumed by other entities. The Authority may not accelerate or expand any contracts or enter into new contracts for goods or services that are not required to perform the actions necessary for Wind Down. All actions related to the Wind Down of the Authority will be overseen by the Executive Director and must be completed no later than the applicable deadline specified in this Article 21, including the following:

21.3.1 Providing all Parties a final, comprehensive inventory of all Authority activities, actions, assets, debts, and liabilities;

21.3.2 Liquidating, assigning, or otherwise lawfully disposing of Authority assets, debts, and liabilities;

21.3.3 Assigning all contracts necessary to ensure continuity of services being performed by the Authority and concluding all contracts not necessary for such purpose; and

21.3.4 Transferring operational responsibility for System Waste management services, recycling programs, and other services to the applicable Party(ies).

21.4 **Executive Director's Notice of Wind Down; inventory of assets.** The Executive Director will promptly begin the process of winding down the Authority's operations, upon the occurrence of any of the following events: the Parties fail to extend the ILA pursuant to Section 4.2.1 thereof; the Authority is dissolved by court order; a petition for insolvency or assignment for the benefit of creditors is filed, or any other action that requires or results in the dissolution of the Authority; or the ILA expires or is terminated.

Upon beginning such process, the Executive Director will promptly issue a written "Notice of Wind Down" to all Parties in compliance with the Notices section of the ILA. Within forty-five (45) days after issuing the Notice of Wind Down, the Executive Director will provide all Parties a comprehensive inventory of all Authority activities, actions, assets (including, without limitation, any Authority-Owned Facilities and service contracts), physical address of such assets, reserve funds, debts, and liabilities ("Comprehensive Inventory").

21.5 **Authority debt and liability**. Pursuant to Article 12 of the ILA and Section 163.01(7)(b), Florida Statutes, the Authority's debts, liabilities, and obligations do not constitute the debts, liabilities, and obligations of the Parties. Accordingly, the Authority will use the following process to settle its own debts, liabilities, and obligations.

21.5.1 Use of Authority Funds to satisfy debt, liabilities, and obligations. Upon issuing the Comprehensive Inventory to the Parties, the Executive Director will begin overseeing the payment of the Authority's debts, liabilities, and obligations. Subject to Section 6.9 of the ILA, all outstanding debts, liabilities, and obligations of the Authority, including, without limitation, accounts payable, contractual obligations, retirement liabilities, and any other claims, will be satisfied using all available Authority Funds before any Authority-Owned Assets are sold for that purpose. Regardless of the status of the payment of such debts, liabilities, and obligations, the Authority will begin the Authority-Owned Asset distribution process pursuant to Section 21.7 below. Only after asset distribution as described in Section 21.7 is completed may the Authority satisfy any remaining debts, liabilities, and obligations by selling Authority-Owned Assets that are not transferred to any Party and using the proceeds as described in Section 21.7.1.6 below.

21.5.2 Bond-related debts. The Authority will resolve bond-related debts in accordance with the applicable bond documents.

21.6 **Transfer of services**. The orderly transfer of services in the event of Wind Down is of paramount concern to the Parties. Accordingly, the Parties hereby designate three (3) options for transferring System Waste management services, recycling programs, and other services previously administered by the Authority, each with its own method for dividing obligations and the manner by which the transfer or sale of Authority-Owned Assets occurs: (a) the standard procedure where each Party provides services or contracts with third parties for the provision of services within each Party's geographic jurisdiction; (b) if County and sufficient Municipal Parties agree, these services would be provided by County; or (c) if County and sufficient Municipal Parties agree, these services would be provided by a successor entity.

The service transitions described in this section may proceed through interim operational agreements, licensing arrangements, and assignment of contracted services, notwithstanding that title transfer of Authority-Owned Assets may occur later pursuant to Section 21.7 below.

21.6.1 Standard procedure; transfer to Parties individually. No later than one hundred fifty (150) days after the Notice of Wind Down is issued, each Party will become responsible for the management of solid waste generated within that Party's geographic jurisdiction (for County, the unincorporated areas) and for determining how recycling and other services previously administered by the Authority will be managed and provided, including by establishing, maintaining, modifying, or discontinuing any programs or contracts it deems appropriate. The Authority will cooperate with each Party, as the applicable Party may agree, to:

21.6.1.1 Assign, amend, or novate relevant service agreements;

21.6.1.2 Transfer records, equipment, and other operational resources;

21.6.1.3 Provide support to facilitate continuity of service during the transition; and

21.6.1.4 Provide each Party with a full accounting of the Authority's customers, service zones, and applicable infrastructure within each such Party's geographic jurisdiction (for County, the unincorporated area).

Each Party will be individually responsible for ensuring uninterrupted service to its geographic jurisdiction (for County, the unincorporated area), and for securing or entering into appropriate service agreements, upon the transition of services from the Authority. All Authority-Owned Assets will be distributed pursuant to Section 21.7.1 of this Facilities Amendment.

21.6.2 Alternate procedure; transfer to County. As an alternative to the standard procedure described in Section 21.6.1 above, County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County may agree, within 99 days after issuance of the Notice of Wind Down, that County will assume operational responsibility for all of the System Waste management services, recycling programs, and other services previously administered by the Authority (the "SWA Services") as follows:

21.6.2.1 Within 60 days of after the Notice of Wind Down is issued, County may issue a non-binding letter to the Municipal Parties indicating its interest to provide the SWA Services ("Service Offer");

21.6.2.2 If County issues a Service Offer, each Municipal Party may respond in writing to indicate its non-binding acceptance or rejection of County's Service Offer; however, any Municipal Party that does not respond before the Board of County Commissioners votes, as referenced in subsection (c) below, will be deemed to have rejected County's Service Offer;

21.6.2.3 The commencement date for County operational responsibility or the SWA Services will be provided for in the agreement between County and each of the applicable Municipal Parties; however, the commencement date may be extended by written notice from the Executive Director should that date interfere with other elements of Wind Down of the Authority; and

Upon receipt of County's written notice that it will provide the services and documentation of the relevant Municipal Parties' agreement, (a) the Authority will coordinate with County to transfer all operational functions, service contracts, Authority-Owned Assets, other equipment, customer data, and financial resources necessary to ensure an uninterrupted transition of the services to those Municipal Parties; (b) the Authority will retain interim custody and continue operations of those services until the transfer is effectuated; and (c) the Authority-Owned Assets associated with the performance of such services will be transferred to County pursuant to Section 21.7.2 below as part of the transition described above.

21.6.3 <u>Alternate procedure; transfer to successor entity</u>. As an alternative to the standard procedure in 21.6.1 above, if, within 99 days after the issuance of the Notice of Wind Down, both the Board of County Commissioners and municipal governing bodies representing at least fifty-one percent (51%) of the total population of the Municipal Parties and at least fifty-five percent (55%) of the total tonnage of Broward County, establish or designate a successor entity to provide the SWA Services, the Authority will cooperate with the successor entity to ensure continuity of operations, including, without limitation, the transfer of the applicable contracts, assets, and liabilities to that successor entity. The Authority will not transfer any such contracts, assets, or liabilities to a successor entity unless such transfer has received formal approval by both the Board of County Commissioners and the elected bodies of the requisite Municipal Parties. If the approvals described above are obtained, the transfer of any Authority-Owned Assets to the successor entity will proceed pursuant to Section 21.7.2 hereof.

21.7 **Disposition of Authority-Owned Assets**. During Wind Down, all Authority-Owned Assets (including, without limitation, any Authority-Owned Facilities and reserve funds) will be distributed as provided in this section and in a manner that ensures continued public benefit, honors the source and purpose of such funds and assets, and recognizes operational control and jurisdictional authority over the related services.

Regardless of whether all available Authority Funds have been expended pursuant to Section 21.5.1 above, the Authority will work cooperatively with each recipient Party to undertake due diligence and execute all necessary deeds, bills of sale, assignments, and other instruments to lawfully effectuate the transfers described below, including, without limitation, provision for maintenance, insurance, and replacement planning.

21.7.1 Standard procedure; transfer to Parties individually. Notwithstanding anything to the contrary in in the ILA, if operational responsibility for the provision of System Waste management services, recycling programs, and other services previously administered by the Authority is not transferred to either County as provided in Section 21.6.2 above or a successor entity as provided in Section 21.6.3 above, this Section 21.7.1 will govern the disposition of Authority-Owned Assets and reserve funds.

21.7.1.1 *Proposed asset offers*. At any time after the issuance of the Comprehensive Inventory, any Party may submit to the Executive Director a written proposal identifying the Authority-Owned Asset(s) the Party asserts a right to acquire, together with the factual and legal basis for that assertion under this Facilities Amendment.

21.7.1.2 *Asset offer process*. On the one hundredth (100th) day after the Notice of Wind Down is issued, and not earlier, the Executive Director will send each Party a written offer listing the Authority-Owned Assets that the Party may take ownership of ("Asset Offer") pursuant to Section 21.7.1.4, below, subject to the following procedures:

21.7.1.2.1 Each Party will review the Authority-Owned Assets and give written notice of its decision to accept or decline ownership within fifty (50) days after issuance of the Asset Offer. This deadline applies only to the election to accept or decline. It does not apply to completing the legal transfer. If a Party does not give written acceptance within fifty (50) days, the Party is deemed to have declined the transfer.

21.7.1.2.2 After that fifty (50) day period ends, the Executive Director will send County a second Asset Offer for all Authority-Owned Assets not accepted by any Municipal Party. County has fifty (50) days after receipt to accept or decline in writing.

21.7.1.3 *Asset Offer; required contents*. The Executive Director will include the following information in each Asset Offer: (a) the location of the Authority-Owned Asset; (b) the type of asset; (c) if applicable, the most recent System Facility Report (defined below); (d) if applicable, the most recent permitting, licensing, or other regulatory documents; (e) a statement of the operational and environmental condition of the Authority-Owned Asset; (f) any known liabilities associated with the Authority-Owned Asset; (g) if applicable, a statement of the specific reserve balances associated with the Authority-Owned Asset; (h) if known, an estimate of the costs of any necessary repairs; and (i) any other documents in the Authority's possession related to the maintenance and status of the Authority-Owned Asset. If any applicable, required content of an Asset Offer is omitted, the applicable Party's deadline to provide written notice of its decision to accept or decline ownership will be tolled until the Authority provides such missing content.

21.7.1.4 *Regional Assets*. Notwithstanding anything else stated in this Facilities Amendment, each Authority-Owned Asset listed below (each a "Regional Asset") will first be offered, subject to the provisions of Article 22, to County and then, if not accepted by County, to Municipal Parties following the procedure stated in Section 21.7.1.5 for non-Regional Assets:

21.7.1.4.1 any "solid waste disposal facility," as defined in Section 403.703, Florida Statutes (2022) including, without limitation, any plant, material property, or equipment associated with such facility;

21.7.1.4.2 any "transfer station," as defined in Section 403.703, Florida Statutes (2022), materials recovery facility, or property that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes;

21.7.1.4.3 any Authority-Owned Facility used for the management, collection, disposal, processing, recycling, storage, or transfer of storm debris that County elects to use in connection with County's obligations under Section 403.706(1), Florida Statutes; and

21.7.1.4.4 any non-monetary Authority-Owned Asset the ownership of which was transferred from County.

Any election made by County pursuant to this section will automatically be presumed valid if County provides a proposed asset offer pursuant to Section 21.7.1.1. above, subject to the dispute resolution process of section 17.1 of the ILA.

21.7.1.5 *Authority-Owned Assets other than Regional Assets.* For all non-monetary Authority-Owned Assets that are not Regional Assets (and for Regional Assets that County chooses not to exercise its first option pursuant to Section 21.7.1.2), that are, as of the date the Notice of Wind Down is issued, located within the geographic jurisdiction of a Party (for County, the unincorporated areas), such asset will be offered, subject to Article 22, to that Party. If such Authority-Owned Asset is physically located within the geographic jurisdiction of more than one Party (e.g., two (2) Municipal Parties or a Municipal Party and unincorporated Broward County), such property will be first offered, subject to Article 22, to the multiple

Parties for joint ownership by the applicable Parties; and if any such Party declines the transfer, the asset will be offered, subject to Article 22 to the other Party (or Parties) with geographical jurisdiction over the property. If all Parties to which an asset is offered decline to accept the asset, the asset will then be offered, subject to Article 22 to County and then to the other Municipal Parties.

21.7.1.6 *Tangible Personal Property of the Authority.* For such Authority-Owned Assets that constitute tangible personal property (i.e., not real property or Authority Funds), such as hauler vehicles or railcars, ownership will be allocated among the Parties in a proportionate and equitable manner based on the aggregate fair market value of such assets, taking into account both the number and condition of the assets.

21.7.1.7 Notwithstanding the foregoing, any non-monetary Authority-Owned Asset whose ownership was transferred to the Authority by a Municipal Party or County will be returned to the originating Party at no cost.

21.7.1.8 The foregoing requirements will also apply to any Authority-Owned Asset in which the Authority has an interest through a joint venture, public-private partnership, or other joint ownership model.

21.7.1.9 If any Authority-Owned Asset may not be distributed to any of the Parties in compliance with the procedures in this section due to requirements contained in applicable bond or other secured debt instruments, the Executive Director will provide the Parties with written notice as early as possible.

21.7.1.10 Any System Facility, or other element of the System, that is owned in fee simple by a Municipal Party or by County will not be considered an Authority-Owned Asset and will be retained by such Party.

21.7.1.11 *Sale of Authority-Owned Asset(s) declined by the Parties; application of sale proceeds*. After the Authority-Owned Asset distribution process is completed, any Authority-Owned Assets not transferred to a Party will be sold by the Authority on commercially reasonable terms following a commercially reasonable process. Nothing in this Facilities Amendment prohibits any Party from participating in this process the same as any non-Party, and any acquisition pursuant this process will not be subject to Article 22. The sale will be conducted through a competitive process determined by the Executive Committee, unless the Executive Committee, by a two-third (2/3) vote which must include County's representative, determines that an alternative process is appropriate, commercially reasonable, and in the public interest. The Authority will apply the net proceeds of any such sale first to satisfy any outstanding debts, liabilities, or other obligations of the Authority associated with the sold asset and any remaining unpaid debts, liabilities, and obligations of the Authority.

21.7.1.12 *Reserve funds; surplus Authority Funds and sale proceeds*. Reserve funds that are expressly designated for maintenance, repair, rehabilitation, replacement, or closure of a specific Authority-Owned Asset, and that are not expended pursuant to Section 21.5 above, will be transferred with the associated asset if, and solely to the extent that, such asset is transferred to one or more of the Parties. Such reserve funds will not transfer in connection with the sale of an Authority-Owned Asset to any third party.

Any surplus proceeds and any remaining Authority Funds not expended to satisfy the outstanding debts, liabilities, or other obligations of the Authority will be distributed among the Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the Governing Board, subject to Section 6.9 of the ILA.

21.7.2 <u>Alternate procedure if Authority operations are transferred to County or successor entity</u>. Notwithstanding anything to the contrary in herein, if all of the SWA Services are transferred to County or to a successor entity pursuant to Section 21.6.2 or 21.6.3 above, the applicable Authority-Owned Assets (including, without limitation, Authority-Owned Facilities) and reserve funds associated with the assumed services, assets, and facilities will be transferred to the successor entity or to County, as applicable, and will not be subject to Article 22 below.

21.8 **Other distributions and transfers; certification of dissolution**. During Wind Down, the Executive Committee will act as a transition committee to oversee the final disposition of any assets and other details of Wind Down not expressly addressed by this Facilities Amendment or the ILA (including, without limitation, Section 6.9 thereof). Final disposition of any Authority-Owned Asset or other unaddressed detail will require the affirmative vote of: (a) a majority of the Municipal Parties' representatives on the Executive Committee; and (b) County's representative. Resolutions of disputes will follow the procedures described in Article 17 of the ILA. Upon the satisfactory completion of all Wind Down activities in compliance with the above and all applicable law, the Executive Director, the Chair, and the Vice-Chair of the Executive Committee, and the Chair and the Vice-Chair of the Governing Board, will certify in writing that all obligations have been resolved. Upon execution of such certification, the Authority will be deemed dissolved and all legal authority and operational responsibilities of the Authority will terminate.

7. A new Article 22 entitled "**OBLIGATIONS OF THE PARTIES AFTER WIND DOWN**" is hereby added to read as follows:

ARTICLE 22. OBLIGATIONS OF THE PARTIES AFTER WIND DOWN

22.1 **Purpose**. The Parties wish to ensure that any Authority-Owned Asset distributed due to the Authority's Wind Down continues to serve a regional benefit after Wind Down. Accordingly, the Authority will ensure that the obligations set forth in this Article 22 are incorporated into deed restrictions recorded at the time such property is transferred, and that such deed restrictions clearly identify the Parties and any other entities that may enforce them.

22.2 **Obligation to continue operations**. To ensure that Authority-Owned Assets transferred to a Party continue to serve a public purpose after Wind Down, each Party that exercises its right to accept the transfer of an Authority-Owned Asset pursuant to Section 21.7.1.4 or 21.7.1.5 ("New Owner"), accepts such asset subject to the beneficial ownership and rights of the Parties set forth herein. Except as expressly provided for in this Article, the New Owner must operate each transferred asset for its then-existing purpose, or a related purpose that the Authority was authorized to perform or contract, for five years ("Transition Period"). If the transferred asset is an Authority-Owned Facility, it must be operated for its then-existing purpose or a related solid waste purpose during the Transition Period. The New Owner must operate or contract for the operation of the asset responsibly and in a commercially reasonable manner during the Transition Period. Nothing in this section prohibits the New Owner from expanding, improving, upgrading, or modernizing the asset, or from adding compatible uses, provided that such actions do not materially impair the asset's ability to serve its existing purpose during the Transition Period. If, at any time during the Transition Period, the New Owner elects to cease operating the asset for its prior purpose or for a related solid waste purpose that the Authority was authorized to perform or contract for, and instead elects to use it for a purpose unrelated to solid waste, the Transition Period as to that asset will terminate and the New Owner must pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. The New Owner may at any time end the Transition Period as to any asset that was transferred to it and pay the value of or sell the asset in accordance with the procedures stated in Section 22.4. All Parties agree that any such election will not be grounds for any claim of a fraudulent or improper transfer to the New Owner.

Except as expressly provided for in this Article, the New Owner will not sell, lease, or otherwise transfer the asset during the Transition Period. For avoidance of doubt, this restriction does not prohibit contracts for operation, maintenance, or management that do not convey any ownership interest. Subject to the obligations in Section 22.3. below, and notwithstanding anything to the contrary in any other provision of this Facilities Amendment, the New Owner will have final authority to establish and modify rates, fees, and charges for services provided using the asset.

22.3 **Obligation to provide fair fees to contributing Parties**. To ensure that the Parties and their residents and businesses receive a fair financial benefit from assets their residents or businesses helped fund, the following applies to any New Owner that acquires an Authority-Owned Asset and uses that asset to provide fee-based solid waste services:

> 22.3.1 If the Authority previously operated the asset in a manner that provides lower fees to the Parties as compared to other users, the acquiring Party must continue a substantially similar fee arrangement during the Transition Period to benefit the Parties.
>
> 22.3.2 If the Authority did not operate the asset to provide lower fees to the Parties as compared to other users, but the Authority-Owned Asset was purchased or constructed using funds directly contributed by the Parties or collected through special assessment or

fees paid by the Parties or their residents or businesses, users receiving services for solid waste generated within a Party's jurisdiction will receive a credit against the fees charged for use of the asset during the Transition Period. The amount of the credit will be determined by the Authority's independent auditor, on a pro rata basis based on each Party's documented capital contributions relative to the asset's total capital cost, subject to approval by the Executive Committee pursuant to Section 21.8 above. The credit may be in the form of: (a) a uniform per-ton (or per-load) fee discount; (b) an annual service credit applied to invoices; or (c) if (a) or (b) are not practical, such other benefit as approved by the Executive Committee pursuant to Section 21.8 above that is consistent with the findings of the Authority's independent auditor. The credit will be applied to the fees otherwise payable for use of the asset. Notwithstanding the foregoing, the annual aggregate credit amount may not equal or exceed the acquiring Party's annual cost to operate the asset. In addition, no credit is required if the Authority's independent auditor determines that the aggregate annual benefit to all Parties and their residents or businesses would be less than one percent (1%) of the aggregate annual fees otherwise payable for services using the asset. If the New Owner fails to comply with subsection 22.3.1 or 22.3.2 above, the New Owner will have fifteen (15) days after written notice to cure such noncompliance. Any cure will include retroactive refunds or credits, as applicable, sufficient to place affected Contributing Parties and their residents or businesses in the same financial position they would have been in had the required fees or credits been properly applied when due. If the New Owner fails to cure within the fifteen (15) day period, then the Parties may bring a dispute pursuant to Section 17.1 of the ILA.

22.4 **Obligation to Pay For Or Sell Asset Upon Expiration of Transition Period**. At any time during the Transition Period, but no later than the expiration or earlier termination of the Transition Period, the New Owner will: (a) within 90 days after such election or expiration or earlier termination, as applicable, pay to the other Parties the then-current fair market value of the Authority-Owned Asset, taking into account the value of any reserve funds transferred by the in connection with the Authority-Owned Asset, as determined by an MAI appraiser or another appraiser with appropriate credentials and experience; or (b) promptly use its best efforts to sell the asset through a commercially reasonable, competitive sales process consistent with the New Owner's then-existing regulations for the disposition of that Party's property and in accordance with applicable Florida law. The appraised value (if the New Owner elected to continue ownership) or net sales proceeds (if the New Owner elected to sell the property), will be paid by the New Owner to all Parties on a pro rata basis based on the most recent certified population estimates (for County, the unincorporated area) published by the Bureau of Economic and Business Research – University of Florida or other reasonable population data source selected by the New Owner. Net sale proceeds will be the gross proceeds of the sale, less costs of sale and adjustments for any credits or prorations at the closing.

8. A new Article 23 entitled "**SYSTEM FACILITIES: INSPECTIONS, REPORTING, AND TECHNICAL REVIEW**" is hereby added to read as follows:

ARTICLE 23. SYSTEM FACILITIES:
INSPECTIONS, REPORTING, AND TECHNICAL REVIEW

23.1 **Purpose**. The Parties recognize that solid waste and recycling services are essential public functions that depend on many System Facilities, each of which takes years to plan and construct and decades to fund, maintain, and operate through sustained collaboration. For that reason, the Parties hereby establish the following framework to maintain a safe, resilient, and compliant System that meets current and future needs, while reinforcing a strong, accountable, and enduring collaboration among the Parties.

23.2 **Inspection rights.** Upon any Party's written request to inspect any Authority-Owned Facility, the Authority will provide such Party, and Party's contractor(s), with access to the applicable Authority-Owned Facility within a within a reasonable time after receiving such request, provided that such access will not be unreasonably withheld, conditioned, or delayed. The Authority may condition such access on the requesting Party and its contractor(s) executing a reasonable release or indemnification agreement in favor of the Authority. The purpose of such inspection is to evaluate the operation and condition of the Authority-Owned Facility, including any equipment or infrastructure onsite. In addition, upon reasonable prior notice to the Authority, any Party may observe, monitor, and verify compliance with Flow Control Ordinances and other flow control obligations contained in the Master Plan or Article 11 of the ILA by tracking or following Hauler vehicles while transporting System Waste to System Facilities, provided that such observation will be conducted in a lawful manner, without interfering with Hauler operations, and in coordination with any reasonable safety or security protocols established by the Authority or the applicable System Facility operator. The Authority will cooperate in good faith with such verification efforts and will, upon request, provide available routing, delivery, or scale data reasonably necessary to confirm adherence to flow control requirements. The results of any inspection or verification constitute a public record, subject to any applicable legal exemptions or confidentiality restrictions.

23.3 **System facility report**. The Authority will ensure that the System can reliably manage all System Waste it is obligated to handle, and can maintain continuity of service, by evaluating the System Facilities' and the System's overall capacity and operational resiliency (each, a "System Facility Report"). A System Facility Report may be conducted at any time. However, the Authority must complete a System Facility Report within eighteen (18) months prior to the end of any Term of the ILA and, to the extent practicable, within eighteen (18) months prior to the initiation of Wind Down, in compliance with the following:

23.3.1 At a minimum, each System Facility Report will include:

23.3.1.1 <u>System Facility capacity versus projected tonnage</u>. A comparison of constructed and permitted System Facilities' capacity to projected System Waste tonnage over a reasonable planning horizon. The System Facility Report will identify any capacity shortfalls or constraints.

23.3.1.2 Authority-Owned Facility conditions. For each Authority-Owned Facility (whether or not operated by the Authority), an evaluation of its operational condition and environmental status, including, at a minimum, structural conditions; mechanical, electrical, and operational systems conditions; preventive and corrective maintenance status; remaining useful life of major systems and of each facility as a whole; and identification of any deferred maintenance or capital-repair needs. The System Facility Report will also include an analysis of the Authority's operation of each Authority-Owned Facility, identifying any level of throughput, collection, disposal, processing, recycling, storage, or transfer, as applicable, that is below commercially reasonable levels when compared to such facility's design capacity, the capacity authorized by applicable permits and licenses, or applicable industry standards.

23.3.1.3 Contracted facility capacity. Confirmation of the quantity, term, and enforceability of all firm contracted capacity available through the System. The System Facility Report will include a determination of whether such contracted System Facility capacity satisfies projected System Waste needs.

23.3.1.4 Contingency services. An assessment of contingency System Waste management services available to the Parties. The System Facility Report will include alternative facilities, redundancy, emergency arrangements, and surge capability for disaster debris or other extraordinary events.

23.3.2 Any System Facility Report used for Wind Down must contain information that is no more than eighteen (18) months old at the time Wind Down begins. In addition, no later than thirty-six (36) months before the end of any Term of the ILA, the Authority shall begin the process of preparing the System Facility Report, including deciding whether it will be prepared by Authority staff or a consultant and initiating any required procurement process.

23.3.3 The Authority must ensure that the System Facility Report final document includes concise findings and recommendations that are easily understood by a lay audience.

23.3.4 Within ten (10) days after completion, the Authority will provide each completed System Facility Report to all Parties and publish it on the Authority's public website.

The results of each System Facility Report will be used to supplement any Asset Offer issued during Wind Down and may be used to inform, support, or evaluate any proposed amendment to the Master Plan (including any amendment relating to System Facilities, contracted services, flow control, or rate and fee structures).

23.4 **County's right to technical review of matters relating to its statutory obligation to provide access to solid waste disposal capacity**. To ensure County's ability to meet its statutory obligation to provide access to solid waste disposal capacity throughout the incorporated and unincorporated areas of Broward County is not being impeded, County may, in County's sole discretion and at County's expense, retain an expert to conduct audits, inspections, interviews, or evaluations related to System performance, capacity, compliance, planning, and future needs (each, a "County Technical Review"), as set forth below.

23.4.1 Scope of review. A County Technical Review may only address: (a) Authority operations at any Authority-Owned Facility; (b) the sufficiency of Authority plans, forecasts, and assumptions to meet projected solid waste management needs over a reasonable planning horizon; (c) vendor performance, the Authority's contract administration, and cost controls affecting the System; and/or (d) matters that have, or may in the future have, a material impact on County's statutory obligation to provide access to solid waste disposal capacity.

23.4.2 Authority cooperation. The Authority will cooperate fully with any County Technical Review. The Authority will provide County and County's expert reasonable access, during normal business hours and upon reasonable notice, to all relevant records, data, contracts, reports, and other documents. The Authority will also provide reasonable access to Authority-Owned Facilities and other locations under the Authority's control used for System purposes. The Authority will make Authority personnel available for interviews and reasonable information requests.

23.4.3 Recommendations; Governing Board presentation. County may present the results of a County Technical Review and any recommended corrective actions or other measures ("County Recommendations") to the Governing Board. If County elects to present County Recommendations, the Governing Board will hear the presentation within sixty (60) days after County's request to present, subject to the following procedures:

23.4.3.1 The Governing Board will vote to approve, approve with modifications, or reject County Recommendations no later than thirty (30) days after the presentation.

23.4.3.2 If the Governing Board approves County Recommendations, or approves them with modifications, the Authority will implement them within the time stated.

23.4.3.3 If the Governing Board does not approve any County Recommendation that relates to County's ability to meet its statutory obligations contained in Section 403.706(1),F.S. (or does not hear such County Recommendations or vote within the time required above), County may invoke the informal dispute resolution process under Section 17.1 of the ILA and, if not resolved, through that procedure, County may submit the dispute to binding arbitration.

23.4.4 Arbitration; standard of review. The standard of review in arbitration is whether, based on the totality of circumstances, the Authority has reasonably fulfilled its obligations for the services it has undertaken or agreed to provide by satisfying the following criteria in a manner that does not materially impair County's ability to meet any of its statutory solid waste management obligations:

23.4.4.1 All standards and required levels of service stated in the Master Plan, as may be amended in accordance with the terms of the ILA; and

23.4.4.2 For any service the Authority has agreed or is obligated to perform, a level of service sufficient to:

23.4.4.2.1 Meet the Parties' current and reasonably projected needs for System Waste management in full compliance with all applicable laws, permits, industry standards; and

23.4.4.2.2 Ensure the continuous management of all System Waste and any other solid waste lawfully accepted into the System, including its transfer, processing, recycling, and disposal, and to secure prompt substitute services in the event of an emergency, disaster, or facility shutdown consistent with reasonable contingency planning practices.

23.4.4.2.3 Temporary interruptions resulting from prudent repair and maintenance activities, or as a result of force majeure (i.e., an event beyond the Authority's reasonable control) will not be deemed a failure to meet this standard. Notwithstanding the foregoing, a material interruption caused by inadequate planning, staffing, resourcing, contracting, preventive maintenance, other operational oversight, willful or negligent action or omission, or lack of reasonable diligence will constitute a failure to meet the standard.

23.4.4.3 Each of the foregoing requirements constitutes an enforceable contractual obligation of the Authority. The arbitrator(s) will have full authority to order and direct the Authority to perform such obligations and to award any relief authorized by law or equity in connection with the dispute, including, without limitation, relief available under Articles 15 and 17, including Section 17.5, of the ILA; provided, however, that the arbitrator(s) may not impose on the Authority any new obligations not otherwise imposed by applicable law, require the Authority to undertake the performance of any services not part of the Master Plan (as may have been amended pursuant to the provisions of the ILA), or to require the planning, financing, or construction of new Authority-Owned Facilities.

23.4.5 <u>Selection of arbitrators</u>. County and the Authority will mutually agree on an arbitrator. If County and the Authority are unable to agree to a single arbitrator, County and Authority will each select an arbitrator, and the two arbitrators will select a third arbitrator. Costs of arbitration will be shared on an equal basis between County and the Authority.

23.4.6 Reservation of rights. County's exercise of its rights under this Section 23.4, or County's decision not to exercise such rights in any instance, will not be deemed a waiver of any right or remedy of County under the ILA or applicable law. No waiver will be deemed effective unless in writing and signed by County.

9. A new Article 24 entitled "**MAXIMUM SERVICE CHARGES**" is added to the ILA to read as follows:

ARTICLE 24. MAXIMUM SERVICE CHARGES

24.1 Purpose. The Parties agree that cost control and transparency are essential to the long-term success of the System, and that no Party should face material rate increases without clear notice and broad consensus. Accordingly, the Parties hereby establish the following procedures to protect affordability, prevent sudden cost increases, and provide the Parties additional resources to manage System-related costs.

24.2 Limitation on service charges; Master Plan amendments impacting costs.

24.2.1 Maximum service charges. In no event will the amounts paid by any Party, or by any Party's residents or businesses, for initial services identified in the Master Plan that are provided by, or through, the Authority exceed the maximum amounts set forth in the Master Plan (the "Maximum Service Charges"). The Maximum Service Charges for those services may be increased only in accordance with the index or other adjustment mechanism stated in the Master Plan or established by the Governing Board upon adoption of the Master Plan, which index or adjustment mechanism must merely address customary annual cost adjustments for provided services as well as adjustments occasioned by emergencies or circumstances outside the control of the Authority (the "Adjustment Index").

24.2.2 Master Plan amendments increasing costs. Any amendment to the Master Plan or adoption of a replacement Master Plan is a "Cost Increase Amendment" if it would: (a) increase costs to the Parties or their residents or businesses above the Maximum Service Charges for the initial services, as modified by the Adjustment Index; (b) change, replace, or modify the Adjustment Index; or (c) provide for new service or technology that would increase the cost paid by any Party or that Party's residents or businesses above the Maximum Service Charges (as modified by the Adjustment Index).

24.2.3 Cost Increase Amendment procedures. A Cost Increase Amendment is effective only if approved in compliance with the following process. First, the Executive Committee must recommend approval of the Cost Increase Amendment by majority vote, including the affirmative vote of County's representative. Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by: (a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and (b) County's representative to the Governing Board.

24.3 Facility and service price review. As an exhibit or appendix to the Master Plan, the Authority will provide a required process by which the Authority periodically retains a qualified expert with experience in solid waste and recyclable materials pricing and market analysis to conduct a rate and fee competitiveness study. The results of such study may be used to inform, support, or evaluate any proposed amendment to the Master Plan or service agreement, including any adjustment to rates, fees, Maximum Service Charges, or other pricing provisions.

10. Section 6.2.4. entitled "Approvals" is hereby amended to include new language (as provided by underlines) as follows:

6.2.4. Approvals. Subject to Sections 6.8 and 7.1, the Governing Board may take official action only if: there is a quorum; the action is supported by an affirmative vote of a majority of the representatives present that are eligible to vote; and the action is also supported by the affirmative vote of members representing a majority of the Broward Tonnage of those members that are present and eligible to vote. Alternate members of the Governing Board will count towards quorum only when they are serving as voting members.

11. Section 6.5.1. entitled "Quorum" is hereby amended to include new language (as provided by underlines) as follows:

6.5.1. Quorum. A quorum of the Governing Board will be a majority of the total voting members, provided that the members comprising the quorum must represent at least one-half (1/2) of the Broward Tonnage. With respect to the Executive Committee, a quorum will be a majority of the total members voting members, provided that the members comprising the quorum must represent at least one-half of the Broward Tonnage of those Municipal Parties that are members of the Executive Committee. A quorum of the TAC will be a majority of the total voting members of TAC. Unless otherwise authorized by the Governing Board, the Executive Committee, or the TAC, as applicable, a quorum is determined on the basis of physical attendance. If there is a quorum, all members may vote regardless of whether they are attending the meeting physically or via remote conferencing technology.

12. The reference to Section 6.2.3, in Section 7.1.2.2 entitled "Adoption of Other Amendments to Master Plan," is hereby corrected to read "Section 6.2.4."

13. All other provisions of the ILA remain in full force and effect.

14. **Facilities Amendment Effective Date; Counterparts and Multiple Originals.** This Facilities Amendment will be deemed effective on the first business day after it has been executed by: (i) Municipal Parties representing eighty percent (80%) of the population of the Municipal Parties to the ILA; and (ii) County ("Facilities Amendment Effective Date"). The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Notwithstanding the foregoing, this Facilities Amendment shall not become effective unless the Governing Board has first adopted a Master Plan in full compliance with the ILA. The Facilities Amendment does not alter, increase, or reduce the powers of the Authority and, once effective, may only

be modified in compliance with Article 16 of the ILA. The Facilities Amendment may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Facilities Amendment on the respective dates under each signature on behalf of each Party to this Facilities Amendment, signing by and through its Mayor or Vice-Mayor, authorized to execute same by action of its elected body.

[*SIGNATURE PAGES OF PARTIES TO FOLLOW*]

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

MUNICIPAL PARTY

MUNICIPALITY: _________________

ATTEST: By: ________________________________
MUNICIPAL MAYOR

________________________________ ________________________________
MUNICIPAL CLERK Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
Municipal Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

COUNTY

ATTEST:	BROWARD COUNTY, by and through its Board of County Commissioners
By: ______________________________	By: ______________________________
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners	Mayor
	____ day of ______________, 20__

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

By______________________________
Attorney's Name (Date)
Senior Assistant County Attorney

By______________________________
Attorney's Name (Date)
Deputy County Attorney

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

<u>JOINDER BY AUTHORITY</u>

By affirmative vote of the Governing Board of the Authority, signing by and through its Chair or Vice-Chair, the Authority hereby joins in this Facilities Amendment and further agrees to be bound by all terms, conditions, and obligations stated herein that apply to the Authority.

Signed: ______________________

Print Name: __________________

Title: ________________________

Date: _______________________

EXECUTIVE SUMMARY OF FACILITIES AMENDMENT

Major sections of the Facilities Amendment are summarized below:

1. Section 2 of the Facilities Amendment, defines “Authority Funds,” “Authority-Owned Assets,” “Authority-Owned Facilities,” and “System Facilities,” distinguishing money from physical assets and facilities.

2. Section 5 of the Facilities Amendment creates a new ARTICLE 20 entitled AUTHORITY-OWNED FACILITIES: APPROVAL, LIMITATIONS ON OWNERSHIP AND POST-WIND DOWN CONSIDERATIONS
   a. Authorizes Limited Types of Authority-Owned Facilities without further amendment of the ILA, the Authority may own/operate:
      i. Transfer stations
      ii. Permanent drop-off centers
      iii. Broadly defined recycling and recovery facilities (but not landfills or waste-to-energy plants).
   b. Any ownership of other “solid waste management facilities” without proper ILA amendment is a material breach.
   c. Confirms individual Parties can still own and operate their own facilities and contract with the Authority.

3. Section 6 creates a Detailed Wind Down Framework in a new Article 21.
   a. Establishes triggers for Wind Down (e.g., ILA expiration, court dissolution, insolvency).
   b. Sets a Wind Down schedule (notice on Day 0, inventory by Day 45, decision on successor by Day 99, asset offers starting Day 100, Party service responsibility by Day 150, completion within 365 days).
   c. Confirms Authority debts/liabilities remain those of the Authority alone; they are first paid from Authority Funds, then from sale of any remaining assets.
   d. Provides three options for post-Wind Down service provision:
      i Standard Procedure: each Party takes responsibility for its own solid waste and recycling services.
      ii Alternate Procedure: transfer to County, if County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties’ population and at least fifty-five percent (55%) of the total

tonnage of all of Broward County agree, County assumes all Authority services.

iii Transfer to a successor entity: if County and Municipal Parties representing at least fifty-one percent (51%) of the Municipal Parties' population and at least fifty-five percent (55%) of the total tonnage of all of Broward County approve a new or designated successor entity, successor entity assumes all Authority services.

e. Lays out a detailed asset disposition process:

i Parties may propose claims to assets.

ii Structured "Asset Offers" to Parties:

- First round to County for "Regional Assets" and to Municipal Parties for non-Regional Assets.
- Second round to County for non-Regional Assets not claimed by Municipal Parties and to Municipal Parties for Regional Assets not claimed by County.
- Remaining assets are sold commercially; proceeds used to pay remaining debts, then distributed to Parties.

iii "Regional Assets" (e.g., disposal facilities, key transfer stations, storm debris facilities, and assets originally owned by County) are first offered to County.

iv Non-regional assets (e.g., drop-off centers, recovered materials processing facilities, pyrolysis, composting, yard waste processing, etc.) are first offered to the Party in whose jurisdiction they sit (or to multiple Parties for joint ownership if geographically shared).

v Tangible personal property (vehicles, equipment) is allocated fairly based on value and condition.

vi Assets originally contributed by a Party are returned to that Party at no cost.

vii Reserve funds tied to a particular asset transfer with that asset (to Parties, not to third-party buyers).

viii Any remaining Authority Funds or surplus sale proceeds are distributed to Parties pro rata by population.

f. If all services are transferred to County or a successor entity, related assets and reserves go with that entity and are exempt from post-Wind Down restrictions in Article 22.

4. Section 7 creates a new Article 22 that Imposes Post-Wind Down Obligations on Parties receiving Authority-Owned Assets.

a. Assets transferred to a Party ("New Owner") carry deed restrictions:
   i For five years ("Transition Period"), the New Owner must operate the asset for its existing or a related solid waste purpose, run it responsibly, and generally may not sell or transfer it (other than operational contracts).
   ii Fee obligations:
      - If the Authority previously gave Parties discounted rates at the facility, the New Owner must maintain substantially similar discounts during the Transition Period.
      - If the facility was funded with Party-contributed money or assessments, the New Owner must provide pro rata fee credits to users from the contributing Parties, subject to limits so credits do not exceed the asset's operating cost and are not required if the financial benefit is de minimis.
b. Early or end-of-Transition Period exit. At any time during or at the end of the Transition Period, the New Owner must either:
   i Pay other Parties the fair market value (FMV) of the asset (with reserves considered), as set by a qualified appraiser; or
   ii Sell the asset via a competitive, lawful process and distribute net proceeds pro rata by Party population.
c. These obligations are enforceable via deed restrictions and ILA dispute procedures.

5. Section 8 of the Facilities Amendment creates Inspection, Reporting, and Technical Review Framework in a new Article 23.
   a. Parties may request and obtain inspections of Authority-Owned Facilities, subject to reasonable conditions.
      i Parties may monitor compliance with flow control by observing haulers and obtaining routing/scale data.
   b. The Authority must periodically prepare "System Facility Reports" will include at a minimum:
      i Facility capacity vs. projected tonnage.
      ii Condition and environmental status of each Authority-Owned Facility, including deferred maintenance and throughput vs. design capacity and industry standards.
      iii Contracted capacity sufficiency.
      iv Contingency capacity (backup facilities, disaster debris, etc.).

c. Reports must include clear, lay-friendly findings, be distributed to Parties, and be posted publicly. They inform Wind Down Asset Offers and Master Plan amendments.

d. County may commission and pay for its own "County Technical Reviews" (audits, inspections, analyses) concerning matters relating to its statutory obligation to provide access to solid waste disposal capacity:

  i Authority operations at Authority-Owned Facilities.

  ii Planning and capacity to meet future needs.

  iii Vendor performance, contract administration, cost control.

  iv Any matter materially affecting County's statutory duty to provide access to disposal capacity.

e. If the Governing Board rejects County's technical recommendations related to County's statutory obligations, County may use informal dispute resolution and, if needed, binding arbitration. Arbitrators can order the Authority to meet its contractual service standards but cannot force new services or new facility construction.

6. Section 9 of the Facilities Amendment creates a new Article 24 that Imposes Maximum Service Charge Protections.

a. Establishes "Maximum Service Charges" for initial Authority-provided services, as defined in the Master Plan.

b. Charges may only exceed those maximums through:

  i The Master Plan's predetermined index/adjustment mechanism for normal cost growth and emergencies, or

  ii A formally adopted "Cost Increase Amendment."

c. A "Cost Increase Amendment" is any Master Plan change that:

  i Raises costs above Maximum Service Charges (as adjusted),

  ii Modifies the adjustment index, or

  iii Adds new cost-increasing services/technologies for Parties or their residents.

d. Cost Increase Amendments require:

  i Executive Committee majority, including County's affirmative vote; then;

  ii Second, at a meeting of the Governing Board held at least forty-five (45) days after the Executive Committee's vote, the Cost Increase Amendment must be approved by:

(a) the members of the Governing Board representing Municipal Parties comprising at least two-thirds (2/3) of the total population of the Municipal Parties; and

(b) County's representative to the Governing Board.

e. The Master Plan must include a periodic, expert-conducted rate/fee competitiveness study to inform pricing and amendments.

7. Sections 10, 11 and 12 of the Facilities Amendment provide clarification on Quorum requirements for the Governing Board, Executive Committee and TAC and Corrects a cross reference in Section 7.1.2.2 from 6.2.3 to 6.2.4.

8. The Facilities Amendment becomes effective on the first business day after execution by:
   a. Municipal Parties representing at least 80% of the Municipal Party population; and
   b. Broward County.
   c. Does not take effect unless the Governing Board has already adopted a Master Plan as required by the ILA.
   d. Does not change the Authority's powers; any future changes require compliance with ILA Article 16.

FIRST AMENDMENT
TO INTERLOCAL AGREEMENT FOR
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS PROCESSING AUTHORITY OF BROWARD COUNTY, FLORIDA

MUNICIPAL PARTY

MUNICIPALITY: __________________

ATTEST:

By: ___________________________________
MUNICIPAL MAYOR

____
MUNICIPAL CLERK

____
Print Name

_____ day of __________, 20___

I HEREBY CERTIFY that I have approved this Agreement as to form and legal sufficiency subject to execution by the parties:

____
Municipal Attorney

SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Regional Solid Waste and Recycling Master Plan Executive Summary

SCS ENGINEERS

Plan smart. Recycle more. Waste less.

SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Shaping Broward's Waste Future: A Unified Path Toward Zero Waste

Broward County stands at a pivotal moment in its environmental and public service evolution. As one of the most populous and diverse counties in the State of Florida, we are both uniquely challenged and uniquely positioned to lead in the transition to a more sustainable, efficient, and equitable solid waste and recycling system. This Regional Solid Waste and Recycling Master Plan is not merely a strategic roadmap—it is a bold declaration of our collective intent to rethink how we value, manage, and ultimately reduce waste across all 31 municipalities, with 28 participating, along with Broward County, through our new Interlocal Agreement. The Master Plan also stands as a recognition that there were some important lessons learned after the expiration of the prior Resource Recovery System, most importantly, the benefits to working together rather competing against each other.

The creation of the Solid Waste and Recyclable Materials Processing Authority of Broward County is a testament to the foresight and leadership of our elected officials and community stakeholders. After more than a decade of fragmentation, the formation of the Authority reestablishes a much-needed regional governance framework—one that allows us to leverage economies of scale, manage the variability of market conditions, coordinate investments in new infrastructure, harmonize policies, and speak with a unified voice when facing statewide and national policy challenges including preemption and circularity.

Historically, Broward County has embraced innovation, from early investments in recycling programs to public-private partnerships in disposal and processing. But those successes, while important, are no longer sufficient. Today's waste challenges are far more complex and far-reaching. Climate change, supply chain instability, limited public land, the rising cost of disposal, community interest in environmental impacts, and an urgent need to reduce greenhouse gas emissions all compel us to act decisively. Landfill space is finite, and disrupting the status quo is required to meet the needs of our growing population and economy.

This Master Plan, developed in collaboration with expert consultants, technical advisors, and local stakeholders, reflects a comprehensive, data-driven vision for the next 40 years. It is centered around a singular but transformative goal: Zero Waste approach. Achieving that goal will require more than new technology or facilities. It requires a cultural shift toward minimizing waste at the source, maximizing beneficial reuse and recycling, and fundamentally rethinking how materials move through our economy—from product design to end-of-life.

To that end, the Plan outlines strategic actions across several key areas:

- **Reducing waste generation** through education, behavior change, procurement reform, and incentives for circular economy practices.
- **Expanding recovery and recycling** with source-separated organics, construction and demolition (C&D) recovery programs, and mandatory recycling ordinances.
- **Strengthening infrastructure** by optimizing existing assets while identifying new facility needs for transfer, processing, and disposal over the long term.
- **Improving governance and financial sustainability** via flow control mechanisms, assessment models, and regional policy harmonization.
- **Promoting environmental protection** to ensure historically burdened communities benefit from cleaner operations, improved access to services, and meaningful participation in decision-making.

Public outreach and stakeholder engagement were central to the development of this plan. Community feedback, environmental impact considerations, and an emphasis on multilingual, inclusive education efforts are embedded throughout the recommendations. We recognize that lasting transformation requires trust, transparency, and long-term collaboration across all sectors—government, private industry, non-profits, schools, and residents.

We also acknowledge that technology alone will not solve these challenges. Behavioral change—across households, businesses, and institutions—is essential. The system we envision empowers every resident and visitor to participate meaningfully, supported by consistent messaging, accessible services, and a commitment to continuous improvement.

This Master Plan is a living document. It will be regularly updated to reflect emerging trends, legislative changes, technological advancements, and lessons learned through implementation. But its foundational principles, environmental stewardship, operational excellence, regional cooperation, and public accountability—are enduring.

On behalf of the Solid Waste Authority's Executive Committee, staff, and consultant team, I extend sincere gratitude to the many individuals and organizations who contributed their time, ideas, and passion to this effort. Your input has made this plan stronger, more grounded in community values, and more responsive to the challenges ahead.

I invite you to not only read this Master Plan but to engage with it. The path to Zero Waste is ambitious, but it is attainable. Together, we can build a solid waste and recycling system that is cleaner, smarter, and more just — for today and for generations to come.

Sincerely,

Todd Storti

Executive Director, Solid Waste and Recyclable Materials Processing Authority of Broward County

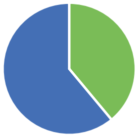
SOLID WASTE AUTHORITY
OF BROWARD COUNTY

Shaping Broward County:
A Path To Zero Waste

Broward County stands at a pivotal moment in its environmental stewardship. As one of the most populous and diverse counties in the State of Florida, we are uniquely positioned to lead in the transition to a more sustainable and efficient solid waste and recycling system. The Regional Solid Waste and Recycling Master Plan outlines a bold strategy to manage and reduce waste generated by the residents, businesses, and visitors through the creation of the Solid Waste Disposal and Recyclable Materials Processing Authority of Broward County (Authority).

The Authority engaged a consultant team comprised of SCS Engineers, Arcadis, Resource Recycling Systems, and Mercury to prepare the Master Plan to develop a strategy to meet the State's ambitious 75% recycling goal and to guide the Authority over a 40-year planning horizon.

A Path To Zero Waste

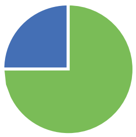


39%

NOW

1. Behavior Change
2. Economies of Scale
3. Harmonize Services
4. Waste Diversions
5. Innovative Technologies

APPROACH



75%

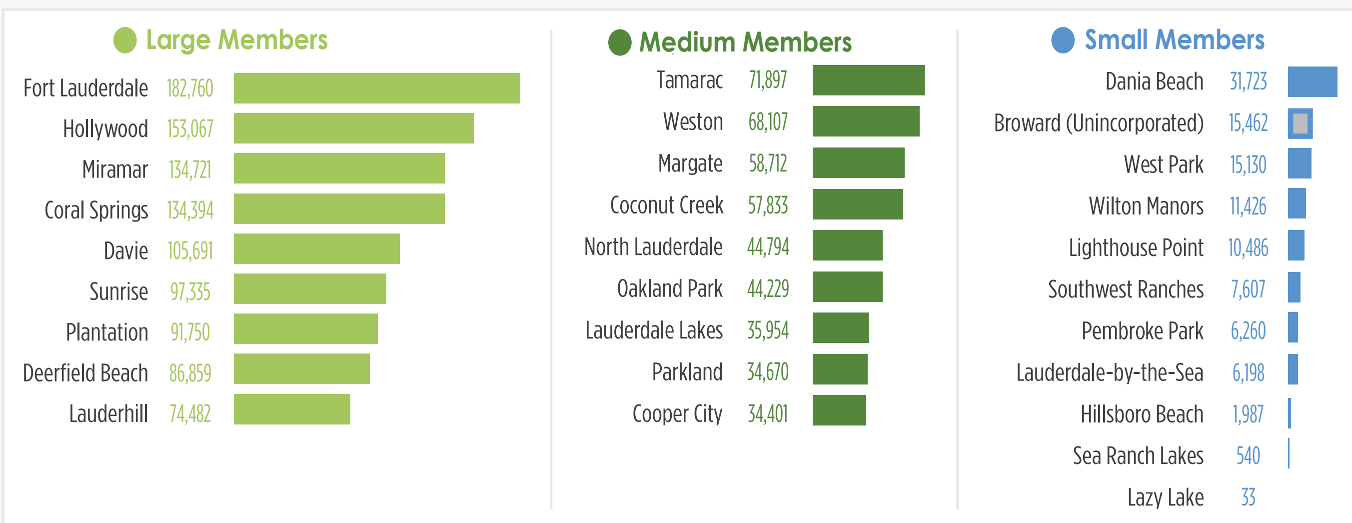
GOAL

The Master Plan uses a Zero Waste lens to help Broward County meet or exceed Florida's 75% recycling goal. It emphasizes education and engagement to change behaviors to minimize waste generation, while maximizing the beneficial use of waste stream components to decrease the quantity of waste disposed in a landfill. Other success factors include: leverage economies of scale to increase bargaining power, harmonizing services to remove ambiguity and confusion, and adopting innovative technologies and approaches to optimize waste management practices. While Zero Waste is the long-term vision, success also depends on each waste generator to do their part to responsibly manage the more than 5 million tons of waste generated currently in Broward County.

Who We Are

Through an Interlocal Agreement (ILA), the Authority is comprised of Broward County and 28 of the 31 municipalities, and is represented with 29 Governing Board seats and 11 Executive Committee members.

Broward County SWA | Governance Structure Overview

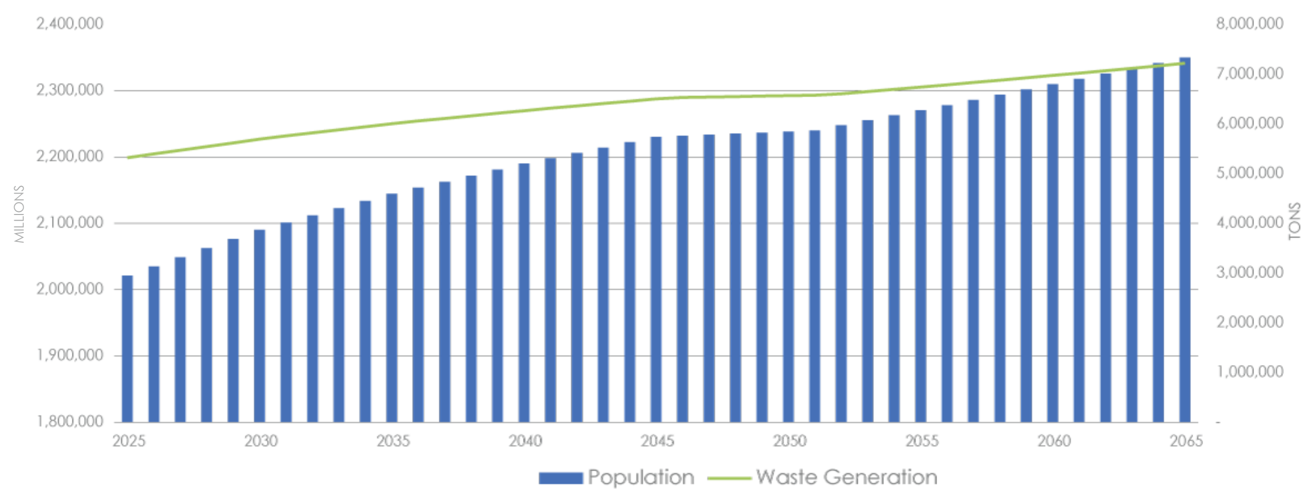


NOTE: The population estimates are based on the 2023 Broward County and Municipal Population Forecast and Allocation Model, published by the Broward County Planning and Development Management Division.

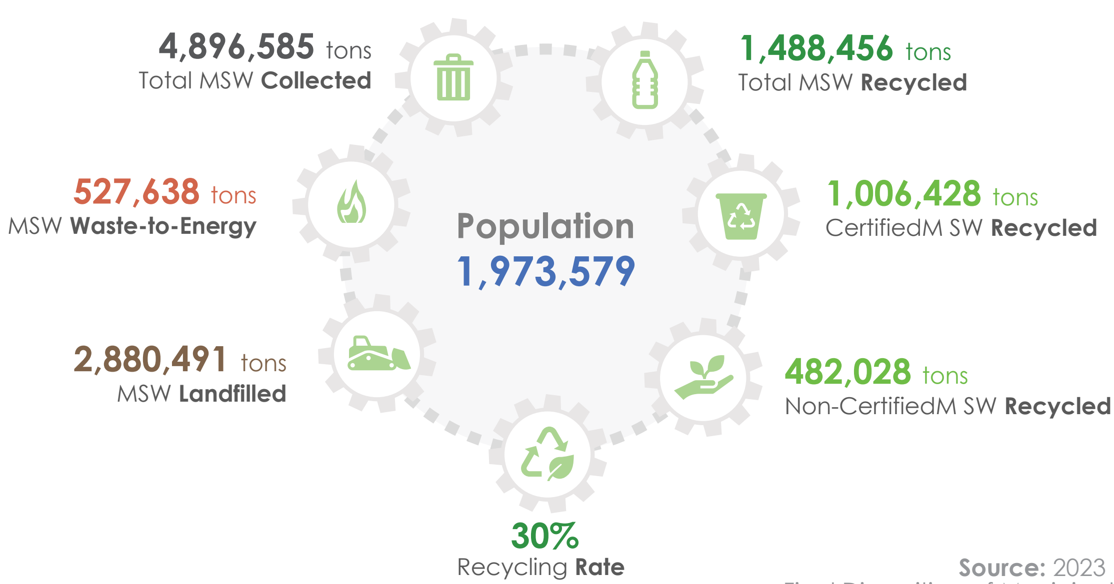
Population & Waste Generation

Broward County has a population approaching 2 million residents, which is expected to grow by nearly 20% to more than 2.4 million residents over the 40-year planning horizon. There is a direct relationship between population and waste generation, and in 2024, nearly 4.9 million tons of municipal solid waste was generated in Broward County, which is projected to increase by more than 33% to approximately 7.2 million tons of municipal solid waste over the 40-year planning horizon. In 2024, only 29% of the total waste stream was recycled—well below the state's 75% goal. Most waste still ends up in landfills, with a smaller portion processed through a waste-to-energy facility. This highlights the urgent need for a more unified, efficient, and sustainable regional system.

Population & Waste Generation



Population & Disposition of Municipal Solid Waste (2023)

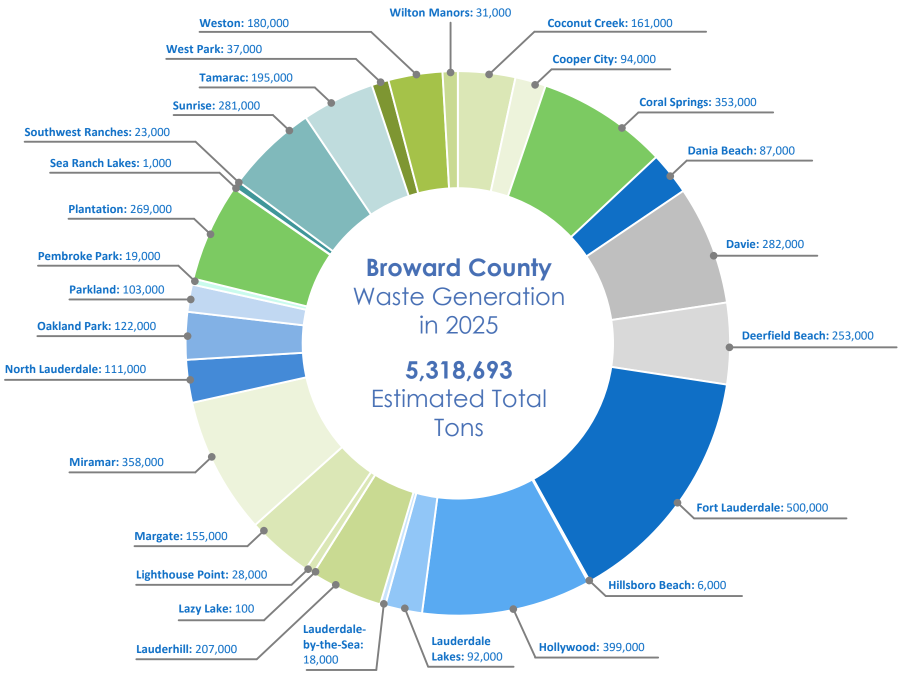


Source: 2023 FDEP Report
Final Disposition of Municipal Solid Waste

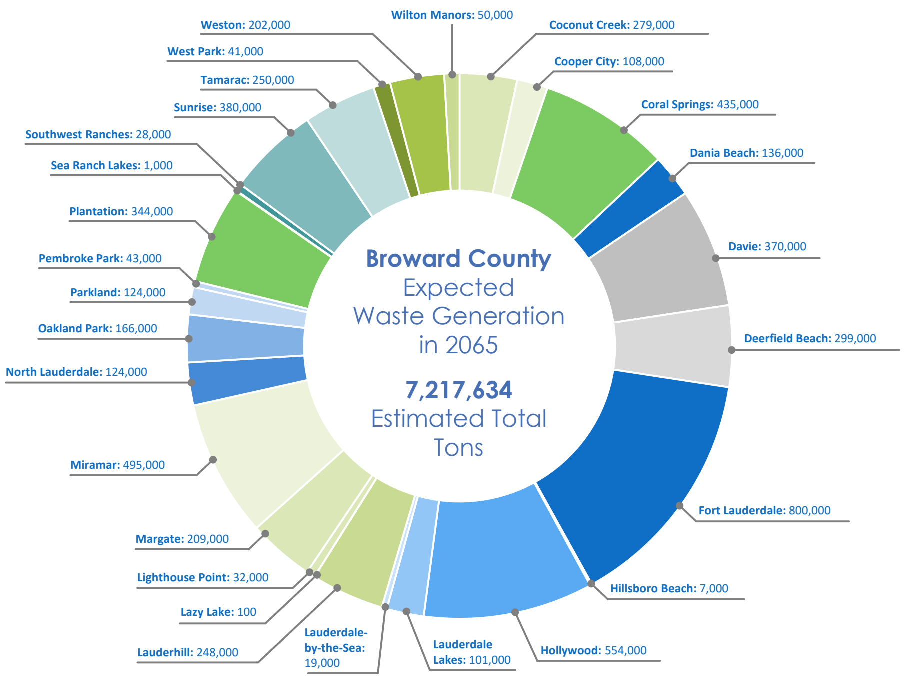
Population & Waste Generation

The following charts present the projected waste generation tonnage contributed by the County and each municipality in 2025 and in 2065.

Waste Generation in 2025



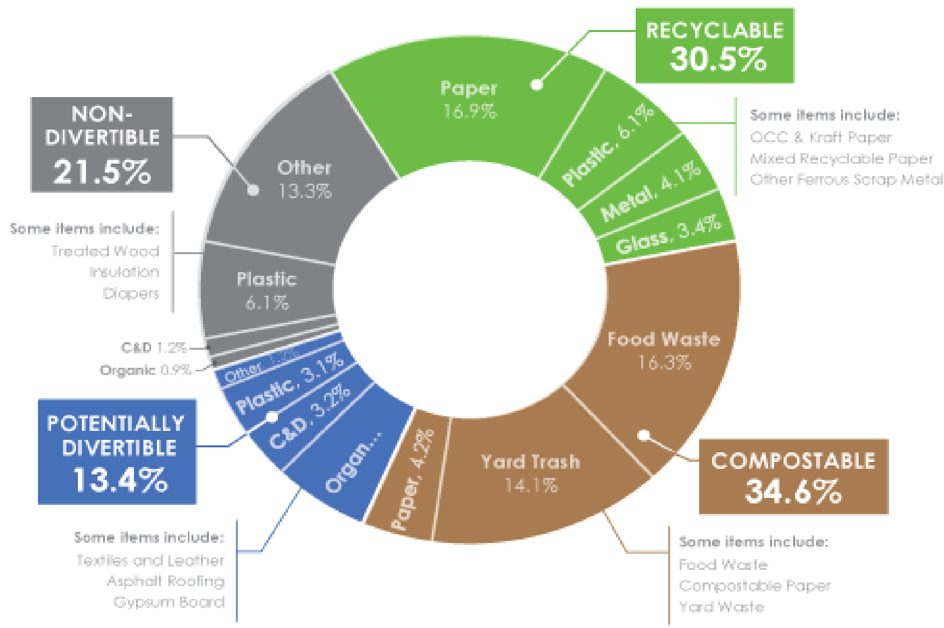
Expected Waste Generation in 2065



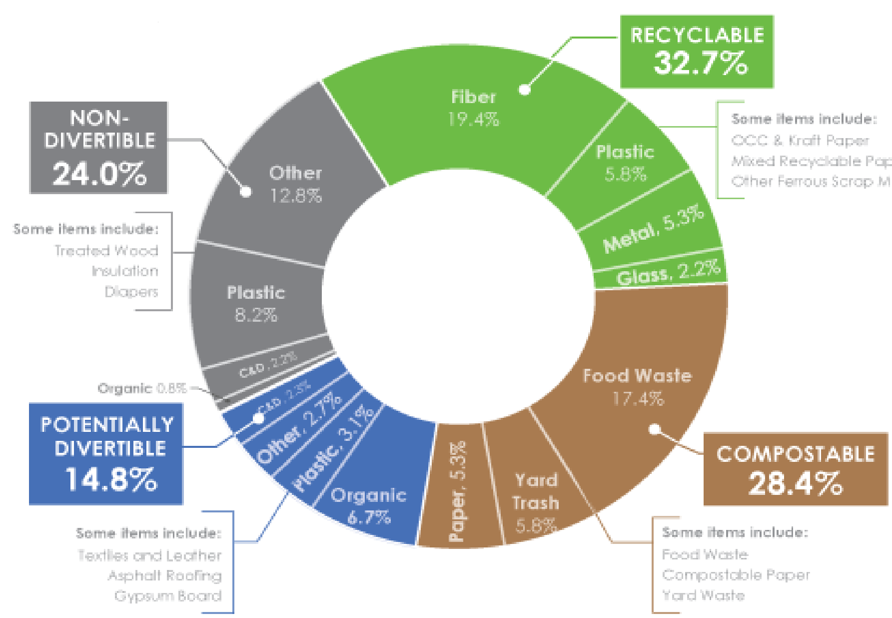
Solid Waste Classification by Material

In 2023, Broward County conducted a waste characterization study of the residential and commercial sectors. The study revealed that a majority of the waste generated can be recycled or beneficially used with increased public participation, innovative programing, and existing technology—well below the state's 75% goal. Despite this, most waste generated today ends up in landfills, with a smaller portion processed through a waste-to-energy facility. This highlights the urgent need for a more unified, efficient, and sustainable regional system.

Residential

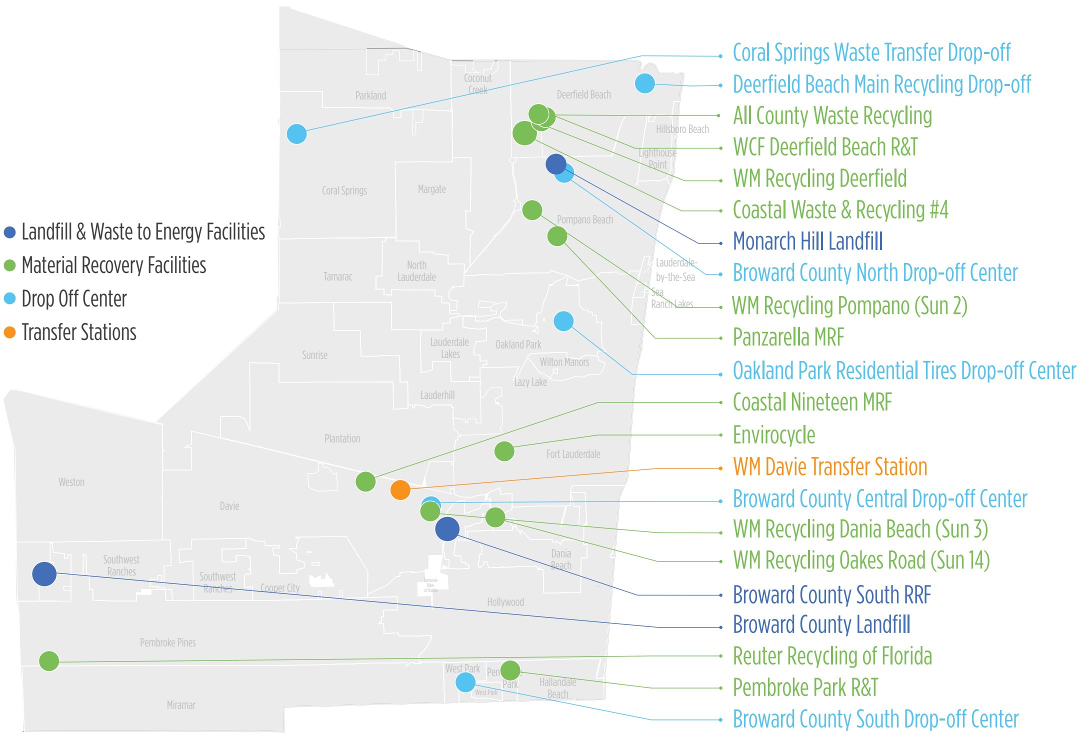


Commercial



Existing Facilities | Type & Locations

Existing County, municipal, and private solid waste processing and disposal facilities located throughout Broward County make up the current solid waste system. The name, general location of each facility, and waste stream materials accepted for processing and/or disposal are presented below. There is ample existing infrastructure for the Authority to leverage to better manage the waste generated within the County. However, there is limited in-County disposal capacity.



Materials Accepted

1 Class I Waste 2 Class III Waste 3 C&D 4 White Goods 5 Yard Trash 6 Clean Debris 7 Recyclable Materials 8 HHW/E-Waste/Tires/Food Waste/Organics

Facility	1	2	3	4	5	6	7	8
Coral Springs Waste Transfer Drop-off				✓	✓		✓	✓
Deerfield Beach Main Recycling Drop-off								✓
All County Waste Recycling			✓	✓	✓		✓	
WCF Deerfield Beach R&T	✓	✓	✓		✓	✓	✓	
WM Recycling Deerfield	✓	✓	✓					
Coastal Waste & Recycling #4		✓	✓		✓	✓	✓	
Monarch Hill Landfill	✓		✓	✓				
Broward County North Drop-off Center				✓	✓			✓
WM Recycling Pompano (Sun 2)		✓	✓		✓	✓	✓	
Panzarella MRF		✓	✓		✓	✓	✓	
Oakland Park Residential Tires Drop-off Center								
Coastal Nineteen MRF		✓	✓		✓	✓	✓	
Envirocycle			✓				✓	
WM Davie Transfer Station	✓						✓	
Broward County Central Drop-off Center				✓	✓			✓
WM Recycling Dania Beach (Sun 3)			✓		✓	✓		
WM Recycling Oakes Road (Sun 14)		✓	✓		✓			
South Broward Resource Recovery Facility	✓		✓		✓			
Broward County Landfill		✓						
Reuter Recycling of Florida	✓	✓	✓		✓			
Pembroke Park R&T	✓						✓	
Broward County South Drop-off Center				✓	✓		✓	✓

NOTES: "Class I Waste" means solid waste that is not hazardous waste, and that is not prohibited from disposal in a lined landfill under rule 62-701.300, F.A.C. "Class III Waste" means yard trash, construction and demolition debris, processed tires, asbestos, carpet, cardboard, paper, glass, plastic, furniture other than appliances, or other materials approved by the Department, that are not expected to produce leachate that poses a threat to public health or the environment.

Guiding Principles

The following guiding principles were developed to frame the analysis. With the exception of "Control Your Solid Waste Management Destiny", which was prioritized to reflect the importance of collaboration, leveraging innovation, and shared investment to achieve long-term stability, the others are presented in no particular order.

01 Control Your Solid Waste Management Destiny

02 Zero Waste Focus

03 Environmental & Growth Management Compliance

04 Long-term Disposal Solution

05 Commercially-Proven Technologies

06 Operational Excellence

07 Harmonization of Services County-wide

08 Best Value Service

Key Policies

The Executive Committee established the following policy direction to guide the development of the Master Plan.

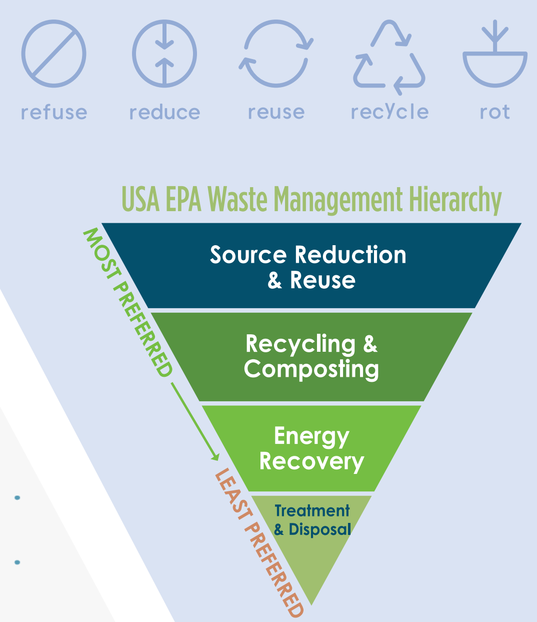
01 40-year planning horizon

02 Maximize use of existing infrastructure

03 Enact annual assessment to recover the full cost of services

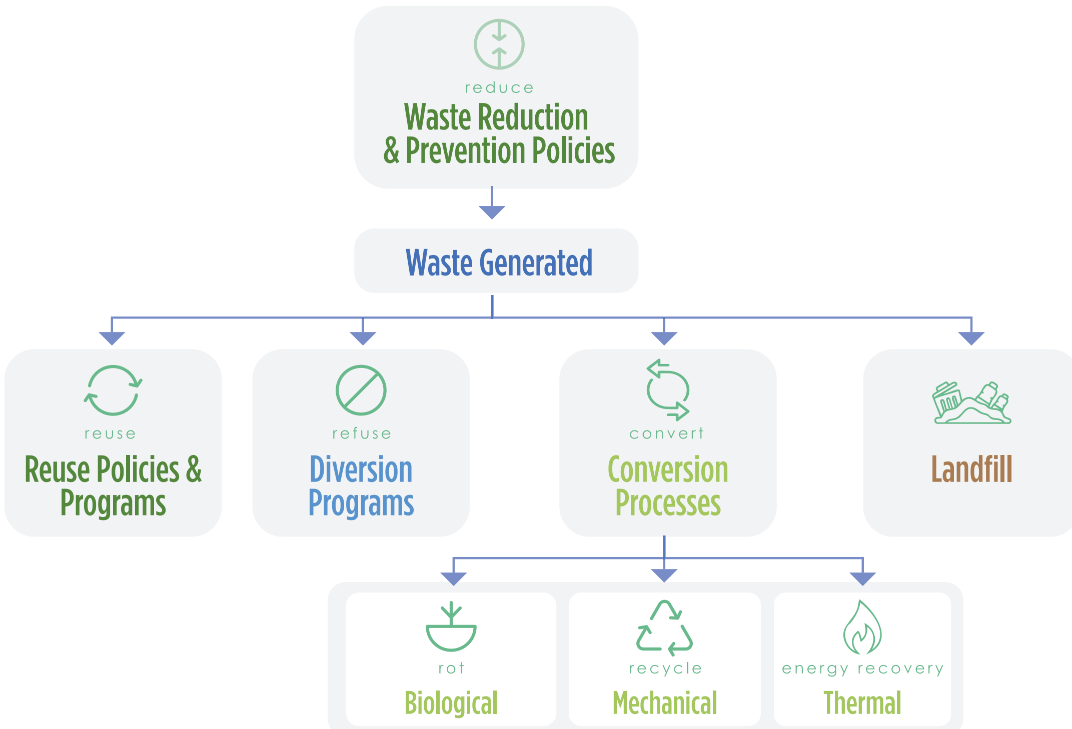
04 Apply reasonable buffers from residential properties

05 Consider mandatory approaches to commercial recyclables and construction and demolition debris



Future Needs and Options

As part of developing the Master Plan, the consultant team evaluated and modeled the composition and volumes of waste estimated to be generated over the planning horizon and evaluated the types of commercially-proven technologies that could manage the waste stream towards achieving the 75% recycling goal. While a range of options and scenarios were explored, the Authority selected Scenario A which prioritizes waste reduction and prevention, maximizes the beneficial use of waste stream components, and leverages existing public and private waste management infrastructure within Broward County as a starting point. The following framework serves as the foundation for the recommendations outlined below.



Strategic Priorities For Advancing The Master Plan

Through the development of the Master Plan, the following four strategic priorities emerged as critical success factors.

Behavior Change

- Develop an education and outreach plan that supports behavior change.
- Set clear, measurable milestones and standardize reporting across municipalities.
- Build consensus and execute a communications strategy for residents and businesses.

Economies of Scale

- Leverage regional collaborations to reduce costs and improve service delivery.
- Streamline operations for more predictable and efficient waste management.
- Pursue joint procurement and shared services to maximize savings.

Leverage Existing Infrastructure

- Maximize the use of and upgrade existing facilities to support new technology.
- Increase residential drop-off centers for hard-to-recycle and hazardous materials.
- Expand beneficial recovery of construction debris, yard trash, and food waste.

Harmonize Services

- Standardize minimum curbside collection practices and services across municipalities to increase access and participation.
- Build consensus among ILA members to align services with the Master Plan goals.
- Develop regional service standards that ensure quality efficiency, and accountability.

Selected Scenario

Implementing the Master Plan focuses on a robust education program to reduce the amount of waste generated while improving solid waste resources management following collection. Scenario A initially calls for utilizing existing infrastructure, and the future integrated solid waste management system may require building or expanding recycling centers, organics processing sites, drop-off centers, and transfer stations, along with securing new landfill capacity for materials that can't be recycled and to enhance resiliency when faced with natural disasters. Any new facilities identified in Scenario A are envisioned to be developed to meet an emerging need over the next 20 to 40 years, and are essential to increase recycling from the current 39% to a projected rate of 62%.

		Scenario A
Projected Diversion Rate	62%	
Tons Left to Send to Landfill in 2045	2,700,000	
Transfer Stations		3
Landfills		1
Single-Stream MRFs (Materials Recovery Facility)		2
Organics Processing Campus		2
Mulch		2
Biochar		1
Drop-Off Centers		8
C & D (Construction & Demolition) Recovery Facilities		2

Programs

- Restore Curbside Recycling Services to all Broward County Communities
- Add segregated Curbside Yard Trash Collection
- Add Food Waste Drop-Off Events
- Add Permanent Household Hazardous Waste/Electronics/ Recycling Drop-Off Sites
- Add reduction, reuse, and diversion programs and policies
- Harmonize collection services to increase efficiency

Additional Facility Needs and Capacity of Each Facility – Tons Per Year (TPY)

- 3 Transfer Stations (North, South, Central Broward County)
- 1 Landfill/Long-term Disposal
- 2 Single- Stream Material Recovery Facilities (250,000 TPY each)
- 2 New Organics Processing Campuses with:
  - 2 Mulch/ Colorizing Operations (175,000 TPY each)
  - 1 New Biochar Pyrolysis operation (30,000 TPY)
- 8 Permanent Drop-Off Centers (2,400 TPY each)
- 2 C&D Recovery Facilities (450,000 TPY each)

Recommendations

In addition to the Facilities and Programs included in Scenario A, the Master Plan recommends a range of policies and legislative actions, education, outreach, and communication strategies, innovative technology adoption, and organics management initiatives to unify communities, engage the residents, businesses, and visitors.

Policies and Ordinances:

- **Harmonize minimum** curbside waste collection set-out standards.
- **Expand single-stream** recycling access.
- **Require yard trash** to be recycled.
- **Enact a mandatory C&D recycling** ordinance.
- **Enact a mandatory commercial recycling** ordinance.
- **Develop additional residential drop-off centers** for hard-to-recycle and hazardous materials.
- **Explore food waste collection** options and impacts.
- **Implement supporting policies and actions.**

Education, Outreach, and Communications Plan:

- **Invest in a sustained** communications and outreach program.
- **Become the trusted voice** to deliver waste and recycling-related information.
- **Partner with a wide range of stakeholders** to increase engagement with their networks.
- **Communicate with the community** in multiple ways via a combination of approaches.
- **Utilize existing and emerging technology** to better engage with residents.
- **Set clear, achievable milestones and develop uniform reporting.**
- **Leverage future authority facilities** as outreach hubs.

Innovative Technologies Adoption:

- **Develop overarching strategies** for new technology implementation within the Authority's control.
- **Adopt a preference for autonomous processes and continuous improvement utilizing** AI, blockchain, Web 3.0, and Internet of Things (IoT).
- **Implement a management system** that utilizes a common network of tools that maximizes cross-platform compatibility, reporting, and connectivity.
- **Establish a Technology Needs Committee** to research and provide recommendations on overarching strategies, technologies to pursue, and schedule of implementation.

Organics Management

- Deploy guidance to all ILA Members to **require clean residential yard trash separation** and delivery to a facility for beneficial processing. (i.e., mulching, composting)
- Develop requirements and regulatory underpinnings for the **beneficial use of yard trash and eventually food waste.**
- **Work with ILA Members, Authority committees, and community stakeholders** on future residential and commercial food waste diversion programs.

Next Steps for the Master Plan | Key Actions Timeline Q3 2025 – Q1 2028

2025: Q3, Q4
2026: Q1, Q2

Master Plan Submitted to the Executive Committee

- Master Plan submitted to the Executive Committee

Financial Framework Development (Tip Fee Surcharge & Assessment)

Adoption of the Master Plan and Facilities Amendment

Legal processes and steps needed for approval

- **Feb. 2 -** Prepare a detailed finc
- **Feb. 20 -** Executive Committ
- **Mar. 20 -** Governing Boc
- **Mar. 23 -** Adopted Ma
- **Ju**

Ordinance & Policy Development

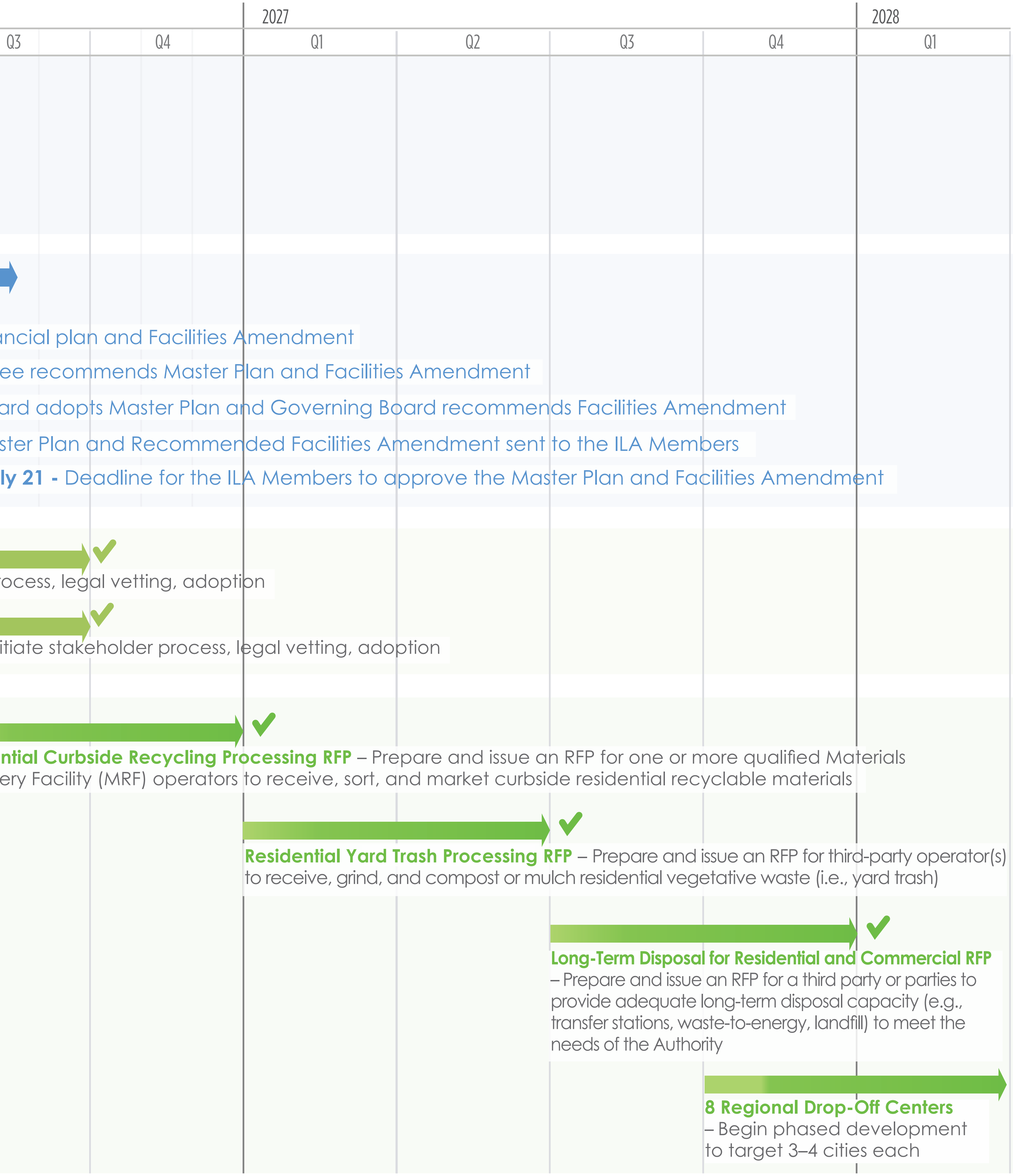
C&D Recycling Ordinance – Initiate stakeholder pr

Mandatory Commercial Recycling Ordinance – In

Strategic Procurements Development

Reside
Recov

The following near-term next steps include to accept the Master Plan, further develop the financial framework, develop and adopt key policies and ordinances, secure flow control, and develop solicitations to uniformly manage and beneficially use valuable portions of the waste stream.



City of Dania Beach
City Clerk Memorandum

DATE: 5/12/2026

TO: Mayor and Commissioners

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

VIA: Elora Riera, MMC, City Clerk

SUBJECT: Approval of Resolution - Calling for the General Municipal Election - November 3, 2026

Request:
To request the resolution calling for the General Municipal Election to be held on Tuesday, November 3, 2026 for the purpose of electing two City Commission seats to serve for four-year terms.

Background:
The City Charter (Part VI, Registrations and Elections, Article 1, Elections, Sec. 3, Calling an Election) requires that all elections shall be called by resolution of the City Commission.

Budgetary Impact
There is no budgetary impact for candidate only municipal elections held in conjunction with Broward County.

Recommendation
To approve the resolution calling for the General Municipal Election to be held on Tuesday, November 3, 2026 for the purpose of electing two City Commissioners to serve four-year terms.

RESOLUTION NO. 2026-______

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CALLING FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE PURPOSE OF ELECTING TWO CITY COMMISSIONERS TO SERVE FOUR YEAR TERMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. That candidates for Office of the City Commission of the City of Dania Beach, Florida, for the vacancies occurring in office pursuant to the Charter of the City of Dania Beach, shall file such papers and pay such fees as required with the City Clerk of the City of Dania Beach between noon on June 8, 2026, through noon on June 12, 2026.

Section 2. That a general election relating to such municipal offices shall be held in the City of Dania Beach, Broward County, Florida, on Tuesday, November 3, 2026, in conjunction with the General Election to be held in Broward County, Florida.

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 10 days after adoption.

PASSED AND ADOPTED on ______________________, 2026.

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	ARCHIBALD J. RYAN IV
CITY CLERK	MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

____

EVE A. BOUTSIS
CITY ATTORNEY

City of Dania Beach
Public Services Memorandum

DATE: 5/12/2026

TO: Mayor and Commissioners

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

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

Fernando J. Rodriguez, Public Services Director

SUBJECT: **REQUEST TO APPROVE A CCNA WORK ORDER TO WGI, INC. FOR PROFESSIONAL ENGINEERING SERVICES – CITY HALL ROOF IMPROVEMENT**

Request:

The Public Services Department (PSD) respectfully requests approval of a Work Order (WO) to WGI, Inc., including Exhibit A (Consultant Proposal), to provide professional architectural and structural engineering services for the City Hall Roof Improvement Project.

Background:

The City Hall facility, constructed in 1978–1979, includes approximately 31,500 square feet of roofing distributed across nine roof sections. The existing roofing system has reached the end of its useful life and requires replacement.

The City intends to replace the entire roof system and requires professional engineering services to perform the necessary condition assessment, design, permitting support, and construction phase services.

WGI, Inc. has submitted a proposal dated March 16, 2026, to provide professional architectural and engineering services for the City Hall Roof Improvement Project.

The scope of work is varied and includes professional architectural and engineering services such as roof condition assessment, preparation of construction documents, wind load analysis, mechanical and electrical coordination for rooftop equipment, permitting support, construction phase services including shop drawing review, field observations, and project closeout assistance.

The total not-to-exceed cost of the WO, including Exhibit A, is $131,000.00, as defined in the executed WO package. Construction costs associated with the roof replacement are not included in this proposal and will be addressed under a separate procurement process.

The WO package incorporates WGI's proposal dated March 16, 2026, as Exhibit A, which defines the full scope of services, schedule, and fee. The scope and cost presented in this memorandum are consistent with and derived directly from the executed WO package, with no changes to scope, terms, or compensation.

Budgetary Impact
Funding for this WO will be appropriated from Grant Account No. 103-18-65-519-31-10 in the amount of $131,000.00. Upon approval, a budget transfer will be processed in the amount of $131,000.00 from Grant Account No. 103-18-65-519-63-10 into 103-18-65-519-31-10.

Recommendation
PSD recommends approval of the WO from WGI, Inc., for professional architectural and engineering services for the City Hall Roof Improvement Project in an amount not to exceed $131,000.00.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES PROVIDED BY WGI, INC. FOR THE CITY HALL ROOF IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER PURSUANT TO THE CITY'S CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES; PROVIDING FOR FUNDING; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Hall building, originally constructed in 1978–1979, serves as a critical municipal facility for the City of Dania Beach; and

WHEREAS, the existing City Hall roof system has reached the end of its useful life and requires evaluation, design, and replacement to ensure structural integrity, weather protection, and compliance with current Florida Building Code and wind load requirements; and

WHEREAS, the Public Services Department (PSD) requested professional architectural and engineering services to assess existing conditions, prepare design and construction documents, coordinate rooftop mechanical and electrical considerations, and provide construction-phase services for the City Hall Roof Improvement Project; and

WHEREAS, WGI, Inc. is a qualified professional architectural and engineering firm with demonstrated experience in municipal facilities and has previously provided professional services to the City of Dania Beach; and

WHEREAS, the City has an existing Continuing Contract for Professional Engineering Services with WGI, Inc., pursuant to applicable procurement requirements, allowing the City to issue project-specific work orders without further competitive solicitation; and

WHEREAS, WGI, Inc. submitted a revised proposal dated March 16, 2026, to provide pre-design, design, mechanical and electrical coordination, and construction-phase services for the City Hall Roof Improvement Project, for a total not-to-exceed fee of One Hundred Thirty-One Thousand Dollars ($131,000.00), which proposal is intended to be attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the revised proposal reflects additional technical scope refinement, including rooftop equipment tie-down design, electrical coordination, and expanded construction-phase services identified during project development; and

WHEREAS, the Public Services Department has reviewed WGI's proposal and determined that the proposed scope of services and fee are fair, reasonable, and in the best interest of the City; and

WHEREAS, sufficient funds are available within the approved budget to support this expenditure for professional engineering services;

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

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

Section 2. That the City Commission hereby authorizes the City Manager, or designee, to execute a Work Order with WGI, Inc. pursuant to the City's Continuing Contract for Professional Engineering Services, to provide professional architectural and engineering services for the City Hall Roof Improvement Project, in an amount not to exceed One Hundred Thirty-One Thousand Dollars ($131,000.00).

Section 3. That funding for this Work Order will be appropriated from Grant Account No. 103-18-65-519-31-10 in the amount of $131,000.00. Upon approval, a budget transfer will be processed in the amount of $131,000.00 from Grant Account No. 103-18-65-519-63-10 into 103-18-65-519-31-10.

Section 4. That the City Manager, or designee, is hereby authorized to execute any and all documents and take any actions reasonably necessary to implement this Resolution.

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 become effective ten (10) days after passage and adoption.

SIGNATURES ON THE FOLLOWING PAGE

PASSED AND ADOPTED on ___________________, 2026.

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, FLORIDA
WORK ORDER

This is a Work Order, dated ____________________, 2026, issued by the City of Dania Beach, Florida (the "City") to ____________________________________ (the "Consultant"), in connection with an Agreement dated ______________________, 20___, existing between the City and the Consultant, which Agreement is incorporated by this reference.

The Consultant shall perform work (the "Work") for the City as described in Exhibit A, a copy of which is attached and incorporated by this reference. The Work Order and any and all timeframes pertinent to the Work are specified in that Exhibit.

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

ATTEST:

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

____
ELORA RIERA, MMC
CITY CLERK

____
ANA M. GARCIA, ICMA-CM
CITY MANAGER

APPROVED FOR FORM AND CORRECTNESS:

____
EVE A. BOUTIS
CITY ATTORNEY

CONSULTANT:
WGI, Inc.
a Florida Corporation

WITNESSES:

Kim E. Droggos
SIGNATURE

KIM E. DROGGOS
PRINT NAME

SIGNATURE

CHRISTOPHER B. LAFORTE
PRINT NAME

SIGNATURE

BRETT OLDFORD
PRINT NAME

VP, CIVIL ENGINEERING
TITLE

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on April 15 2026, by BRETT OLDFORD, as VP, CIVIL ENGINEERING of WGI INC, a Florida corporation, on behalf of the corporation. He/She is personally known to me or produced ________________ as identification and did (did not) take an oath.

Kim E. Droggos
NOTARY PUBLIC
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
KIM E. DROGGOS
MY COMMISSION # HH 738546
EXPIRES: March 2, 2030

EXHIBIT A

(Description of work to be performed, approximate time frame, cost.)

March 16, 2026
January 29, 2026 (Revised)
November 14, 2025 (Revised)
November 11, 2025 (Revised)

Fernando Rodriguez
Public Services Director
City of Dania Beach
1201 Stirling Road
Dania Beach, FL 33004

frodriguez@daniabeachfl.gov

Re: Dania Beach City Hall Roof Improvement

Dear Fernando,

WGI, Inc. (WGI) is pleased to provide this proposal to City of Dania Beach (CLIENT) for professional services on the above-referenced project. Our scope of services and corresponding fees are detailed below. It is agreed that WGI's services will be performed pursuant to the agreement between the City of Dania Beach, Florida and WGI, Inc. dated March 13, 2026.

PROJECT UNDERSTANDING

The City of Dania Beach City Hall was constructed in 1978-1979. The roof is composed of nine sections, totaling approximately 31,500 square feet and the City intends to replace the entirety of the existing roof with a new roofing system. The City would like WGI to perform a condition assessment of the roof and to provide recommendations for new roofing. The City has also requested that WGI provide scope to design the new roofing in order to submit plans to the Building Department, to participate in pre-construction activities, and to provide construction phase activities.

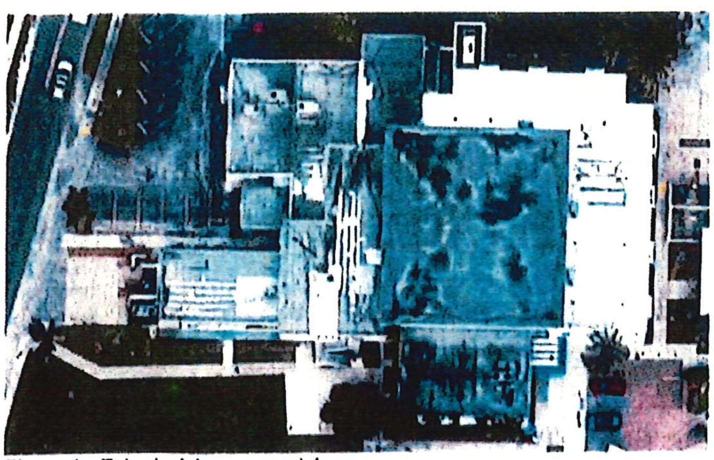


Figure 1 - Extent of Assessment Area

ARCHITECTURAL AND ENGINEERING SERVICES

I. Pre-Design Phase Services **$24,120.00**

1. Meet on-site with City staff to discuss project purpose and schedule.
2. Review existing conditions of roof system, parapet walls and all associated areas of the roof system.
3. Limited observation of the structural roof system consisting of roof framing and deck.
4. Verify existing conditions with City-provided record drawings.
5. Provide Condition Assessment Memo with recommendations for new roof system (minimum 3 options).

II. Design Phase Services **$52,660.00**

1. Produce electronic 3-D Revit model of existing conditions for design production.
2. Prepare wind load analysis of each roof level. The wind load analysis is limited to the roofing system and does not include verification of the existing roof structural system.
3. Prepare construction document drawings that consist of the required plans and details necessary for construction of a new roofing system in compliance with the building code. Drawings will consist of typical roof edge details, roof penetration details, flashing details, and roof drainage details. Drawings will provide structural design loads and building design pressures required for specifying roof system.
4. Prepare technical specifications.
5. Attend one (1) virtual, design review meeting with the City.

III. Mechanical and Electrical Engineering Services **$13,500.00**

1. Project scope anticipates that the existing rooftop units will not be relocated or changed as a part of the reroofing services. If Contractor opts to temporarily remove the units to facilitate reroofing it will be their responsibility to provide temporary equipment to maintain conditions in City Hall.
2. WGI will provide tie down details for the rooftop mechanical equipment to consist of stainless steel cables and positive anchorage to the roof deck. Tie down cables will be designed to resist 2023 FBC prescribed wind loads.
3. WGI will prepare electrical permit documents for the removal and reinstallation of existing disconnecting means serving the rooftop equipment if required during the reroofing process. WGI anticipates existing equipment feeders and disconnecting means can be reused.
4. WGI will provide design details for reattachment of the existing condensate lines.

IV. Construction Phase Services **$40,720.00**

Construction services are highly dependent on the Contractor selected to perform the work. Any construction work observed to be substandard will be brought to the CLIENT's attention and associated services will be invoiced on a time and material basis. The construction observation services provided are dependent on notification by the Contractor for work which will be covered such as flashing and underlayment anchorages. The engineer cannot provide certifications of components beyond those specifically observed during the duration of our site visit.

The Construction Phase Services will consist of:

1. Attend preconstruction meeting.
2. Review shop drawings, O&M manuals, Florida product approvals/NOA documentation, test reports, and other relevant submittal data.
   a. Shop drawings are anticipated to consist of:
      i. Roofing underlayment
      ii. Insulation
      iii. Roof framing shop drawings
      iv. Roofing system
      v. Roof expansion joints
      vi. Roof accessories
      vii. Joint Sealants
3. Request for Information (RFI) responses.
4. Provide field observations of work progress. Provide observation reports to the CLIENT for each field visit. Level of effort shall be that is required to provide certification of project completion and conformance with plans and specifications as they relate to the roofing design elements. A total of twenty-four (24) field visits have been programmed.
5. Attend weekly construction progress meetings, virtually;
6. Participate in Final Completion walk-through for the project. Provide CLIENT assistance in generating Punch List items for the project; and
7. Provide project certifications of the observed portions and components of the work.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the building plans; plumbing and utilities plans; and survey (with CAD file);
2. WGI will provide electronic copies and native CAD files for all plan submittals;
3. Additional services or modifications to the project scope will require an amendment to this contract. WGI will submit a separate proposal for those services;
4. Additional submittals and coordination with permitting agencies not due to WGI's work will be invoiced on an hourly basis;
5. The project will be designed and permitted under one phase;
6. Construction phase shall not exceed four months. If services exceed four months a separate proposal for those services beyond four months will be provided; and

7. Services not included: Landscape Architecture, Irrigation, Lighting, Title Search, Traffic, and Geotechnical.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. AutoCAD and PDF files of existing utilities.

PROPOSAL FEE

WGI proposes to complete the work identified above for a total fee of $131,000.00.

Any additional optional services requested by CLIENT will be provided in accordance with WGI's hourly fee schedule as approved by the City of Dania Beach under our Annual Structural Services Agreement in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

PROPOSAL ACCEPTANCE

We appreciate the opportunity to be of service to City of Dania Beach. Upon acceptance of this proposal, please issue a service task order.

Respectfully submitted,
WGI, Inc.

Jeffrey Bergmann, PE
Director, Specialty Structures

Christopher B. LaForte, PE
Senior Project Manager

City of Dania Beach
Public Services Memorandum

DATE: 5/12/2026

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Fernando J. Rodriguez, Public Services Director

SUBJECT: **AUTHORIZATION TO EXECTUE CONSTRUCTION PHASE LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE NW 1ST STREET COMPLETE STREETS / PEDESTRIAN CONNECTIVITY PROJECT**

Request:
The Public Services Department (PSD) requests the City Commission's approval to execute the revised Construction Phase Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the NW 1st Street Complete Streets / Pedestrian Connectivity Project, Financial Project Number (FPN) 443949-1-58/68-01. The original agreement submitted to the City by FDOT and approved by the Commission in March was not the correct document. The correct agreement is being submitted for approval

Background:
Pursuant to Resolution No. 2024-030, the City Commission authorized the initial Local Agency Program (LAP) Agreement with FDOT, formally initiating the NW 1st Street Complete Streets / Pedestrian Connectivity Project and securing funding for the design phase.

Subsequently, pursuant to Resolution No. 2025-056, the City Commission approved an agreement with Kimley-Horn and Associates, Inc., in the amount of $428,288.46, to complete design services in accordance with FDOT LAP requirements. The project has progressed through design and coordination in compliance with FDOT standards and can now move into the construction phase.

FDOT originally issued a Construction Phase LAP Agreement which was the incorrect document, thereby requiring that the item be resubmitted to the City Commission for approval.

Budgetary Impact

The total estimated project cost is $4,841,937.00 with FDOT participation under the Construction Phase LAP Agreement in an amount not to exceed $2,641,937.00. The required City local contribution is $1,734,931.00.

Funding for the construction phase shall be provided in accordance with the LAP Agreement and is subject to annual budget appropriation by the City Commission. Funding for the project is currently budgeted as follows:

- $2,641,937 from the Florida Department of Transportation Local Agency Program (LAP) under Financial Project Number (FPN) 443949-1-58/68-01
- $200,000 from the General Account, which will be reimbursed through LAP grant proceeds
- $2,000,000 to be allocated from the Stormwater fund

An additional $2,000,000 is being allocated from the Stormwater fund to incorporate drainage improvements into the project while major construction will already be underway. Completing the drainage work concurrently with the project will reduce future disruptions and help avoid additional construction costs in future years.

The LAP Agreement operates as a reimbursement program. Under this structure, the City will initially fund construction expenditures and submit eligible costs to FDOT for reimbursement in accordance with LAP requirements.

The City remains responsible for:

- The required local match
- Any costs exceeding FDOT participation
- Any costs determined to be ineligible under LAP guidelines

Recommendation

The Public Services Department recommends that the City Commission authorize execution of the Construction Phase Local Agency Program (LAP) Agreement with the Florida Department of Transportation for the NW 1st Street Complete Streets / Pedestrian Connectivity Project (FPN 443949-1-58/68-01), in an amount not to exceed $2,641,937.00 in terms of FDOT's participation (contribution) and authorize the required City local contribution.

RESOLUTION NO. 2026-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A CORRECTED LOCAL AGENCY PROGRAM (LAP) AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR CONSTRUCTION PHASE FUNDING FOR THE NW 1ST STREET COMPLETE STREETS / PEDESTRIAN CONNECTIVITY PROJECT FROM BRYAN ROAD TO STATE ROAD 5 / US-1; ACCEPTING FDOT FUNDING IN AN AMOUNT NOT TO EXCEED TWO MILLION SIX HUNDRED FORTY-ONE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS ($2,641,937.00.00); REIMBURSABLE GENERAL FUND APPROPRIATION OF TWO HUNDRED THOUSAND DOLLARS ($200,000.00) AUTHORIZING THE CITY'S REQUIRED LOCAL CONTRIBUTION IN THE AMOUNT OF TWO MILLION DOLLARS ($2,000,000.00); ATTACHING THE LAP AGREEMENT AS EXHIBIT "A"; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2021-018, the City Commission affirmed its participation in the NW 1 Street from Bryan Road to State Road 5 / US-1 Complete Streets project and committed to administer and deliver the project in accordance with the Local Agency Program (LAP) requirements; and

WHEREAS, pursuant to Resolution No. 2024-030, the City Commission authorized the initial Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the NW 1st Street Complete Streets / Pedestrian Connectivity Project, thereby formally initiating the project and securing funding for the design phase; and

WHEREAS, pursuant to Resolution No. 2025-056, the City Commission approved an agreement with Kimley-Horn and Associates, Inc., in the amount of Four Hundred Twenty-Eight Thousand Two Hundred Eighty-Eight Dollars and Forty-Six Cents ($428,288.46) to perform design services in accordance with FDOT LAP requirements; and

WHEREAS, the design phase has progressed in compliance with applicable FDOT LAP standards and the project is now prepared to advance to construction; and

WHEREAS, FDOT had previously submitted an incorrect Construction Phase LAP Agreement for the NW 1st Street Complete Streets / Pedestrian Connectivity Project (Agreement); and

WHEREAS, the Agreement was approved by the Commission in March, but is being resubmitted for approval with a funding provision in an amount not to exceed Two Million Six Hundred Forty-One Thousand Nine Hundred Thirty-Seven Dollars ($2,641,937.00) for eligible construction and Construction Engineering and Inspection (CEI) services; and

WHEREAS, the Construction Phase Local Agency Program (LAP) Agreement requires the City to provide a local contribution, and the City has identified funding in an amount not to exceed Two Million Dollars ($2,000,000.00) to support the construction phase of the project, including associated drainage improvements; and

WHEREAS, the City Commission finds that acceptance of the Construction Phase LAP funding is in the best interest of the City and its residents, as it advances pedestrian safety, ADA accessibility, corridor connectivity, multimodal transportation, and drainage improvements along NW 1st Street.

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 incorporated herein by this reference.

Section 2. The City Commission hereby approves and authorizes the execution of the Construction Phase Local Agency Program (LAP) Agreement with the Florida Department of Transportation, Financial Project Number 443949-1-58/68-01, in an amount not to exceed Two Million Six Hundred Forty-One Thousand Nine Hundred Thirty-Seven Dollars ($2,641,937.00), which agreement is attached hereto and incorporated herein as Exhibit "A."

Section 3. That funding for the construction phase which includes CEI services shall be provided in accordance with the LAP Agreement and subject to annual budget appropriation by the City Commission. Funding for the project includes $2,641,937.00 from the Florida Department of Transportation Local Agency Program under Financial Project Number (FPN) 443949-1-58/68-01, $200,000 from a General Fund appropriation which will be reimbursed through LAP grant proceeds, and $2,000,000 to be reallocated from the Stormwater fund.

Section 4. That the allocation of $2,000,000 from the Stormwater fund is for drainage improvements to be completed concurrently with the project's major construction activities in order to reduce future disruptions and avoid construction costs in future years.

<u>Section 5</u>. That the City Manager and City Attorney are authorized to make minor revisions to the agreement/grant which are deemed necessary and proper, and is in the best interest of the City and to execute extensions that do no materially alter costs or scope of the agreement.

<u>Section 6.</u> That all resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

<u>Section 7.</u> That this Resolution shall become effective ten (10) days after adoption.

PASSED AND ADOPTED on __________________, 2026.

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

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 443949-1-58-01	FPN: 443949-1-68-01	FPN:
Federal No (FAIN): D426-033-B	Federal No (FAIN): D426-033-B	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund:	Fund:	Fund:
Org Code: 55043010404	Org Code: 55043010404	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj:	FLAIR Obj:	FLAIR Obj:

County No:86 Contract No: ____________________
Recipient Vendor No: F596000302002 Recipient Unique Entity ID (UEI) No: U56KXBHXUBK9

Assistance Listing Number (ALN): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on ________________________________, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Dania Beach ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in NW 1st St from Bryan Road to SR-5/US-1, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 4,376,868.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.j.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $2,641,937.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

   c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.m. and 5.n. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. If the Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions.**

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

f. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

g. Payment shall only be made after receipt and approval of goods and services unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under Exhibit "H", to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H", Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

h. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

i. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

j. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

k. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

n. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract 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, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The

Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☐ shall not

☒ N/A

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E", "F" and "H"** are attached to and incorporated into this Agreement.

b. ☐ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

d. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

e. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

f. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

h. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

i. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

j. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

<u>*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**</u>

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT City of Dania Beach

By: ______________________________

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: ______________________________

Name: John P. Krane, P.E
Title: Director of Transportation Development

Legal Review:

____

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 443949-1-58/68-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Dania Beach (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: .764
Roadway ID #86900110 BMP 0.00 to EMP 0.764

PROJECT DESCRIPTION: The scope of this project includes signalized mid-block crossings, curb and gutter, 6' wide concrete sidewalks, pavement markings and signage, regrading and sodding the swales, back of sidewalk harmonization on existing sidewalks when the sidewalk doesn't meet ADA requirements, and ADA ramp repairs/replacement with detectable warning surfaces. Existing drainage pipe and structures to be replaced with new drainage piping and structures (funded by the City of Dania Beach).

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A
b) Design to be completed by N/A
c) Right-of-Way requirements identified and provided to the Department by N/A
d) Right-of-Way to be certified by 03/6/2026
e) Construction contract to be let by 09/2/2026
f) Construction to be completed by 06/30/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Issuance of the Notice to Proceed (NTP) to the City of Dania Beach is subject to the submittal and approval of the Production Package which includes 100% signed and sealed plans, cost estimate, technical specifications, bid documents, executed construction contracts checklist, environmental certification and right-of-way certification.

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Dania Beach 100 W Dania Beach Boulevard Dania Beach, FL 33004	443949-1-58/68-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2026 (Surface Transportation Program)	$ 4,136,692.00	$ 1,734,931.00	$	$ 2,401,761.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 4,136,692.00	$ 1,734,931.00	$ 0.00	$ 2,401,761.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: 2026 (Surface Transportation Program)	$ 240,176.00	$	$	$ 240,176.00
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 240,176.00	$ 0.00	$ 0.00	$ 240,176.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 4,376,868.00	$ 1,734,931.00	$ 0.00	$ 2,641,937.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Landy Ductan
District Grant Manager Name

Signature Date

EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(7.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* 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 sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

ALN No.:	20.205
ALN Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
ALN Program Site:	**https://sam.gov/fal/a122e57ebdd94c6b95d87450afeda1aa/view**
Award Amount:	**$2,641,937.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated October 23, 2023 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. 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. 29 CFR 5.5.

2. 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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor 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). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

If payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes:

1. The invoiced amount to the Department for contractor(s) and consultant(s) cannot exceed the amount of the invoice received from the Recipient's contractor(s) or consultant(s).

2. All of the Recipient's costs must have been incurred and paid prior to the date of the invoice.

3. All invoices received from the Recipient shall clearly separate the cost of the contractor(s) or consultant(s) from the Recipient's costs billed to the Department.

4. All invoices submitted to the Department must provide complete documentation, including a copy of the contractor's or consultant's invoice(s), to substantiate the cost on the invoice.

5. The Recipient must certify on each invoice that the costs from the contractor(s) or consultant(s) are valid and have been incurred by the contractor(s) or consultant(s).

6. Each monthly invoice subsequent to the first invoice from the Recipient must contain a statement from the Recipient that the previous month's cost incurred by the contractor(s) or consultant(s) has been paid by the Recipient to the contractor(s) or consultant(s).

City of Dania Beach
Public Services Memorandum

DATE: 5/12/2026

TO: Mayor and Commissioners

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

VIA: Candido Sosa-Cruz, ICMA-CM, Deputy City Manager
Fernando J. Rodriguez, Public Services Director

SUBJECT: **AUTHORIZATION TO AWARD BID ITB NO. 26-005 "CITYWIDE IRRIGATION SERVICES"**

Request:
The Public Services Department requests approval of a resolution authorizing the award of Bid ITB No. 26-005, "Citywide Irrigation Services," to Sam's Landscape Maintenance.

Background:
The City requires comprehensive, professionally managed irrigation services to maintain the functionality, safety, and appearance of municipal landscapes throughout the City. These irrigation systems support a wide range of public assets, including parks, athletic fields, medians, rights-of-way, streetscapes, and passive green spaces, all of which are heavily utilized by residents and visitors.

The City's irrigation infrastructure is extensive and complex, consisting of pumps, controllers, valves, piping systems, and irrigation heads distributed across multiple locations. Routine inspection, maintenance, and timely repairs are essential to prevent system failures, reduce water loss, preserve turf and landscaping, and protect public investments.

The procurement effort was conducted through a competitive bidding process under ITB No. 26-005. Bids were received on April 3, 2026, and one responsive bid was submitted by Sam's Landscape Maintenance.

The bidder provided unit-based pricing for labor and materials as summarized below:

- **Regular Hourly Rates:**
  - Journeyman: Fifty-Five Dollars ($55.00) per hour
  - Laborer/Helper: Thirty-Five Dollars ($35.00) per hour

- **Overtime Hourly Rates:**
    - Journeyman: Eighty-Two Dollars and Fifty Cents ($82.50) per hour
    - Laborer/Helper: Fifty-Two Dollars and Fifty Cents ($52.50) per hour

- **Emergency Work Hourly Rates:**
    - Journeyman: One Hundred Dollars ($100.00) per hour
    - Laborer/Helper: Seventy-Five Dollars ($75.00) per hour

- **Material Mark-Up:**
    - Ten Percent (10%)

Sam's Landscape Maintenance was determined to be a responsive and responsible bidder and meets the City's requirements for providing reliable and efficient irrigation services. Furthermore, the City has had experience working with this contractor for several years, as Sam's provides landscape maintenance services for the City. Contracting with a qualified vendor will ensure proper system performance, support water conservation efforts, and maintain the overall quality and usability of the City's public spaces.

Budgetary Impact

Funding for these services is available within the City's operating budget from the Landscape Maintenance Account No. 001-39-04-539-46-50. Work will be performed on an as-needed basis utilizing the unit pricing provided, and expenditures will be subject to annual budget appropriations.

Recommendation

The Public Services Department recommends that the City Commission adopt the attached resolution authorizing the award of Bid ITB No. 26-005, "Citywide Irrigation Services," to Sam's Landscape Maintenance.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE AWARD OF INVITATION TO BID (ITB) NO. 26-005 "CITYWIDE IRRIGATION SERVICES" TO SAM'S LANDSCAPE MAINTENANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach requires citywide irrigation services to maintain municipal landscaped areas, including parks, rights-of-way, medians, and other public areas; and

WHEREAS, the City's irrigation systems are critical infrastructure requiring regular maintenance, inspection, and repair to ensure efficient operation, prevent water loss, and maintain the aesthetic and functional quality of public spaces; and

WHEREAS, the City issued Bid ITB No. 26-005, "Citywide Irrigation Services," in accordance with applicable procurement requirements; and

WHEREAS, bids were publicly solicited and opened on April 3, 2026, resulting in one (1) bid being received from Sam's Landscape Maintenance; and

WHEREAS, Sam's Landscape Maintenance submitted unit pricing including hourly labor rates and a material mark-up, and was determined to be the lowest responsive and responsible bidder; and

WHEREAS, the City Commission finds that awarding the contract to Sam's Landscape Maintenance is in the best interest of the City;

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. The City Commission hereby approves the award of Bid ITB No. 26-005, "Citywide Irrigation Services," to Sam's Landscape Maintenance.

Section 3. That funding will be appropriated from the Landscape Maintenance Account No. 001-39-04-539-46-50.

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 ________________, 2026.

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

EXECUTIVE SUMMARY

ITB No. 26-005

Citywide Irrigation Services

RESPONSE DEADLINE: April 3, 2026 at 10:00 am

Report Generated: Tuesday, April 28, 2026

SOLICITATION OVERVIEW

Project Title	Citywide Irrigation Services
Project ID	26-005
Project Type	Invitation To Bid
Release Date	March 13, 2026
Due Date	April 3, 2026
Procurement Agent	Sasha Ramos
Project Description	This solicitation is to secure a qualified contractor to provide installation, repair, and ongoing maintenance services for the City's irrigation system.

1. NOTICE TO BIDDERS

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR

"Citywide Irrigation Services"

26-005

NOTICE IS GIVEN that the City of Dania Beach, Florida (the "City" or "Owner") will be accepting sealed Bids for its "**Citywide Irrigation Services, 26-005**".

Bids will be accepted on the City's e-Procurement Portal at https://procurement.opengov.com/portal/daniabeachfl until Friday, April 3, 2026, 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/238173.

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% of the bid price is required for this project.

Bids will be publicly opened and read aloud immediately after the submission deadline on the Bid due date referenced above using RingCentral meeting software, in the presence of the City Clerk or designee 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 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 13, 2026

SELECTED VENDOR

VENDOR RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
Sam's Landscape Maintenance	Davie, FL

PROPOSALS RECEIVED

Status	Vendor	Contact Info	Submission Date
No Bid	American Efficiency Services, LLC	AES Portals User aesportals@americanefficiency.com	Mar 15, 2026 1:31 PM
No Bid	Energy Air, Inc.	Katie Brooks cmbids@energyair.com	Mar 13, 2026 4:04 PM
No Bid	MatterHackers, Inc	Sales Team sales@matterhackers.com	Mar 13, 2026 5:34 PM
No Bid	Patterson Veterinary	Gregory Pounds pvs.orders.gov-institute@pattersonvet.com	Mar 17, 2026 7:39 AM
Submitted	Sam's Landscape Maintenance	Sabino Di Liddo samlandscapes@gmail.com (954) 868-8350	Apr 3, 2026 9:14 AM

VENDOR QUESTIONNAIRE PASS/FAIL

PRICING RESPONSES

CONTRACT PRICING

Contract Pricing				Sam's Landscape Maintenance	
Line Item	Description	Quantity	Hourly Rate	Unit Cost	Total
Regular Hourly Contract Pricing Rate					
1	Journeyman - Regular Hourly Rate	1	Hour	$55.00	$55.00
2	Laborer/Helper - Regular Hourly Rate	1	Hour	$35.00	$35.00
Overtime Hourly Contract Pricing Rate					
3	Journeyman - Overtime Hourly Rate	1	Hour	$82.50	$82.50
4	Laborer/Helper - Overtime Hourly Rate	1	Hour	$52.50	$52.50
Emergency Work Hourly Contract Pricing Rate					
5	Journeyman - Emergency Work Hourly Rate	1	Hour	$100.00	$100.00
6	Laborer/Helper - Overtime Hourly Rate	1	Hour	$75.00	$75.00
Total					$400.00

MATERIAL MARK-UP

Not to exceed 15% markup on all materials related to irrigation repairs

Material Mark-up			Sam's Landscape Maintenance
Line Item	Description	Unit of Measure	Percentage
7	Material Mark-Up	EA	10%

QUESTIONS AND ANSWERS

Approved, Unanswered Questions

Approved, Answers Provided

1. Bond requirements

Mar 13, 2026 5:23 PM

Question: Are you able to confirm of any bond requirements?

Mar 13, 2026 5:23 PM

Answered by Aisha Castleberry: Please refer to Addendum 2.

Mar 31, 2026 11:38 AM

ADDENDA & NOTICES

City-wide

ADDENDA ISSUED:

Addendum #1
Mar 20, 2026 8:44 AM
Please use the See What Changed link to view all the changes made by this addendum.

Don't have a bid bond yet? Login or register at Surety2000 to create one using the following information for this project:
Project ID: ~~TBD~~26-005
Bid Security: 5%

Addendum #2
Mar 31, 2026 11:37 AM
Addendum 2

Attachments:
· Addendum 2-Q and A

ADDENDA ACKNOWLEDGEMENTS:

1. Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Sam's Landscape Maintenance	X	Mar 28, 2026 1:19 PM	Sabino Di Liddo

2. Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Sam's Landscape Maintenance	X	Mar 31, 2026 7:14 PM	Sabino Di Liddo

CITY OF DANIA BEACH, FLORIDA

CITYWIDE IRRIATION SERVICES

CITY INVITATION TO BID ("ITB.") NO. 26-005

ADDENDUM 2

Prepared by:

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

MARCH 31, 2026

CITY OF DANIA BEACH, FLORIDA

INVITATION TO BID FOR
"CITYWIDE IRRIGATION SERVICES"
ITB 26-005
ADDENDUM 2

QUESTIONS AND ANSWERS

1. Are you able to confirm any bond requirements? Please refer to the Notice to Bidders section, which confirms that a bid bond in the amount of five percent (5%) of the total bid price is required for this project. Additional instructions regarding bid bond requirements, including the option for electronic bonding, can be found in Section 3.2 (Bid Security) and Section 6 (Bidder Submissions), specifically subsections 4.1 and 4.1.2.

NOTICES ISSUED:

No Notices issued.

EVALUATION

SELECTED VENDOR TOTALS

Vendor	Total
Sam's Landscape Maintenance	$0.00

CONTRACT PRICING

Contract Pricing					Sam's Landscape Maintenance	
Selected	Line Item	Description	Quantity	Hourly Rate	Unit Cost	Total
Regular Hourly Contract Pricing Rate						
	1	Journeyman - Regular Hourly Rate	1	Hour	$55.00	$55.00
	2	Laborer/Helper - Regular Hourly Rate	1	Hour	$35.00	$35.00
Overtime Hourly Contract Pricing Rate						
	3	Journeyman - Overtime Hourly Rate	1	Hour	$82.50	$82.50
	4	Laborer/Helper - Overtime Hourly Rate	1	Hour	$52.50	$52.50
Emergency Work Hourly Contract Pricing Rate						
	5	Journeyman - Emergency Work Hourly Rate	1	Hour	$100.00	$100.00
	6	Laborer/Helper - Overtime Hourly Rate	1	Hour	$75.00	$75.00

Contract Pricing					Sam's Landscape Maintenance	
Selected	Line Item	Description	Quantity	Hourly Rate	Unit Cost	Total
Total						$0.00

MATERIAL MARK-UP

Not to exceed 15% markup on all materials related to irrigation repairs

Material Mark-up			Sam's Landscape Maintenance
Line Item	Description	Unit of Measure	Percentage
7	Material Mark-Up	EA	10%