

RESOLUTION NO. 92-11-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE WITH THE STOUT GROUP LLC., AND PROVIDING FOR AN EFFECTIVE NOVEMBER 06, 2024.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, the City of Dania, Florida (City) solicited competitive bids pursuant to ITB No. 24-021 for services associated with concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, pursuant to this competitive bidding process, the City awarded a bid for concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete to The Stout Group, LLC. (Contractor); and

WHEREAS, the City entered into an agreement with the Contractors; and

WHEREAS, the City's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in the City of Dania's Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the City executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for concrete curbing/sidewalk construction, milling, and resurfacing asphalt concrete; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the City's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the City of Dania's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

#5799702 v1 26508-00001

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Saylor and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u>/</u>	—
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	—
COMMISSIONER MICHAEL HENSLEY	<u>/</u>	—
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	—
COMMISSIONER JUDITH E. THOMAS	<u>/</u>	—

The Town Commission thereupon declared the foregoing Resolution 92-11-24 duly passed and adopted this 6 day of November, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: Roger D. Michaud
ROGER D. MICHAUD
MAYOR

ATTEST:

Vivian Mendez
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: Thomas J. Baird
THOMAS J. BAIRD
TOWN ATTORNEY
Brett Washley

Agreement

This Agreement for Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete ("Agreement") is made and entered into this 6 day of November 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and The Stout Group, LLC, a corporation, with offices located at 10850 NW 138 Street Bay #3 Hialeah Gardens, FL 33018, (the "Contractor").

RECITALS

WHEREAS, the Town is responsible for ensuring the proper maintenance and improvement of roadways within its jurisdiction; and

WHEREAS, the City of Dania, Florida (the City), through a competitive bidding process, solicited bids from qualified contractors to for work associated with Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete (the Services) pursuant to Invitation for Bid Number 24-021; and

WHEREAS, the City awarded a bid for the Services to the Stout Group LLC.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing and conditions; and

WHEREAS, the City's agreement with the Contractor permits the Contractor to offer the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing and terms.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
 - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the City, including, sidewalk inspection, grinding, removal of concrete, and the repair of sidewalk services. A copy of the City's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.
3. Term.

- a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the City of Dania's Agreement, from the beginning of October 1, 2024, through September 30, 2027, including any extensions or renewals, unless terminated earlier in accordance with the provisions herein.
4. Compensation.
 - a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the City. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.
 5. Compliance with Laws.
 - a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.
 6. Records Retention/Ownership/Audit.
 - a. The Consultant shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
 - b. The Town has not performed a pre-audit of the Consultant's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Consultant shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Consultant's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
 - c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Consultant in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not

be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Consultant responsible if documents are used for other purposes than intended.

7. Public Records.

The Consultant shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the Town to perform the service.
- b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Consultant shall transfer, at no cost, to the Town all public records in possession of the Consultant or its Sub-consultants related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Consultant transfers all public records to the Town upon completion of the work and services for the Project, the Consultant shall destroy any duplicate public records that are exempt from public records disclosure. If the Consultant shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Consultant acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.
- e. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.

- a. The Contractor shall maintain insurance coverage as required under the City of Dania's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed

officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.

- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this AGREEMENT on the date first written above.

ATTEST:

BY: Vivian Mendez
Vivian Mendez, Town Clerk

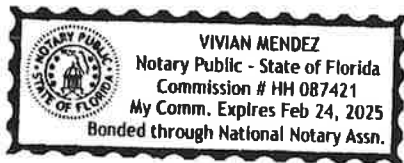
TOWN OF LAKE PARK
By: Roger Michaud
Roger Michaud, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: Thomas J. Baird
Thomas J. Baird, Town Attorney
Brett Lushley

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this 6 day of November 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

Handwritten initials

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE STOUT GROUP, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.

This is an Agreement (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and The Stout Group, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 10850 Northwest 138 Street, Bay #3, Hialeah Gardens, Florida 33018.

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

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

PUSH BUTTON CONTRACTOR SELECTION: When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

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

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

B. R. da
Signature

Brian Randa
PRINT Name

[Signature]
Signature

Laura Pratt
PRINT Name

**CONTRACTOR:
THE STOUT GROUP, LLC
a Florida limited liability company**

[Signature]
Signature

Jose M. Sanchez
PRINT Name

Manager
Title

Dated: October 15, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on October 15, 2024 by Jose M. Sanchez as Manager of The Stout Group, LLC, a Florida limited liability company, He/she is personally known to me or has produced Known as identification.

[Signature]
Notary Public, State of Florida

Francis S. Varela
Print Name

My Commission Expires: 4/5/2025



Francis S. Varela
Notary Public
State of Florida
Comm# HH112430
Expires 4/5/2025

EXHIBIT 'B'

BID FORM

Failure to submit Appendix B, BID FORM, in its entirety by the deadline established for the receipt of bids will result in bid submittal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the proposal price form below represents the entire cost of the items in full accordance with the requirements of this ITB, inclusive of its terms, conditions, specifications and other requirements stated.

Item	Description	U / M	Unit Cost
CONCRETE CURBING/SIDEWALK CONSTRUCTION - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary for concrete curbing/sidewalk construction on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
1	Remove and Replace 4" Concrete Sidewalk	SF	\$ 15.00
2	Remove and Replace 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 20.00
3	Construct 4" Concrete Sidewalk	SF	\$ 13.00
4	Remove and Replace 6" Concrete Sidewalk	SF	\$ 18.00
5	Remove and Replace 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish the work)	SF	\$ 23.00
6	Remove and Replace 24"-30" Curb & Gutter	LF	\$ 60.00
7	Remove and Replace 36"-42" Curb & Gutter	LF	\$ 70.00
8	Remove and Replace 6" Concrete Curb	LF	\$ 50.00
9	Remove and Replace 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 60.00
10	Remove and Replace 36"-42" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 70.00
11	Construct New 24"-30" Concrete Drop Curb, Valley Gutter, Shoulder Gutter, (As per FDOT Index 520-001)	LF	\$ 50.00
12	Cast in Place American Disabilities Act (ADA) Mats Yellow/Gray	EA	\$ 750.00
13	Surface Applied ADA Mats Yellow/Gray	EA	\$ 750.00
14	Construct 4" Concrete Sidewalk	SF	\$ 13.00
15	Construct 4" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	\$ 18.00
16	Construct 6" Concrete Sidewalk	SF	\$ 15.00
17	Construct 6" Concrete Sidewalk. Special Condition (where no dump truck or container may be used, i.e. concrete pump), or where concrete trucks cannot be used and concrete mix is to be done by hand, or where special conditions such as right of way constraints, or mechanical, electrical, hand equipment is needed to accomplish	SF	\$ 17.00

	the work		
18	Construct 18" Concrete Curb & Gutter	LF	\$ 50.00
19	Construct 24" Concrete Curb & Gutter	LF	\$ 60.00
20	Construct 30" Concrete Curb & Gutter	LF	\$ 70.00
21	Construct 6" Concrete Curb	LF	\$ 50.00
22	Construct New Pedestrian ADA Ramp (Sub-section. 1.2.5)	EA	\$ 2500.00
23	Upcharge for Extra Strength Concrete (4,000 psi)	CF	\$ 5.00
24	Addition of Dania Beach Red Coloring Mixture	CY	\$ 150.00
25	Pavement Restoration	SF	\$ 10.00
26	Furnish and Install New Pavers	SF	\$ 20.00
27	Remove and Reset Existing Pavers	SF	\$ 18.00
28	Remove and Replace Existing Pavers	SF	\$ 23.00
29	Remove Existing Pavers	SF	\$ 10.00
30	Place new sod in swale (min. 500sf). FDOT Standard Specs. Section 570	SF	\$ 5.00
31	Installation or repair of concrete edge restraints. (Sub-section 1.2.11)	LF	\$ 40.00
32	Furnish and Install 1" Meter Box	EA	\$ 1500.00
33	Furnish and Install 1.5" Meter Box	EA	\$ 1800.00
34	Furnish and Install 2" Meter Box	EA	\$ 2300.00
35	Furnish and Install 3" Meter Box	EA	\$ 3500.00
36	Furnish and Install Sewer Clean Out Box	EA	\$ 1500.00
37	Furnish and Install Electrical/Street Lighting Box	EA	\$ 3000.00
38	Install 1" through 3" Meter Boxes, Cleanout Boxes, Electrical Lighting Box (City will Furnish the Box)	EA	\$ 2500.00
39	Adjust Meter/Valve/Electrical box in sidewalk	EA	\$ 500.00
40	Remove and Re-install hand-Rails	EA	\$ 6000.00
41	Furnish and Install Pedestrian Hand Rails (Subsection 1.2.13)	EA	\$ 10000.00
42	Concrete Flowable Fill. FDOT Spec 121. As directed by the City Engineer.	CY	\$ 300.00
43	Remove and Reset Existing Fences	LF	\$ 40.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
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MILLING & RESURFACING OF ASPHALT CONCRETE – Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to mill and resurface asphalt concrete on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.

44	Rework Limerock Base +/- 3 inches	CY	\$ 95.00
45	Remove and replace 8 inch Limerock base	CY	\$ 150.00
46	New Limerock 8 inch base	CY	\$ 110.00
47	FDOT Type S III - Asphalt Concrete	TN	\$ 250.00
48	Superpave Asphalt Concrete SP-9.5. FDOT Specs 334. (1" to 1.5" thickness)	TN	\$ 250.00
49	Superpave Asphalt Concrete SP-12.5. FDOT Specs 334. (2" to 2.5" thickness)	TN	\$ 250.00
50	Friction Course Asphaltic Concrete FC-9.5. FDOT Specs 337. (1" thickness)	TN	\$ 300.00
51	Friction Course Asphaltic Concrete FC-12.5. FDOT Specs 337. (1.5" thickness)	TN	\$ 300.00
52	Adjust Valve Boxes	EA	\$ 950.00
53	Adjust Manhole	EA	\$ 1100.00
54	Replace Manhole Rim and Cover	EA	\$ 1800.00
55	Replace Valve Box Cover/Riser	EA	\$ 1600.00
56	Replace Traffic Loops	EA	\$ 4000.00
57	Milling Existing Asphalt Concrete – 1" Cut	SY	\$ 20.00
58	Milling Existing Asphalt Concrete – 1.5" Cut	SY	\$ 22.00
59	Milling Existing Asphalt Concrete – 2" Cut	SY	\$ 25.00
60	Milling Existing Asphalt Concrete – 3" Cut	SY	\$ 30.00
61	Milling Existing Asphalt Concrete – 4" Cut	SY	\$ 40.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF CITY STREETS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe streets on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
62	Thermoplastic 4" Solid Yellow/White	LF	\$ 2.00
63	Paint 4" Solid Yellow/White	LF	\$ 1.00
64	Thermoplastic 6" Solid White/Yellow	LF	\$ 3.00
65	Paint 6" Solid Yellow/White	LF	\$ 2.00
66	Thermoplastic 8" Solid White/Yellow	LF	\$ 4.00
67	Paint 8" Solid Yellow/White	LF	\$ 3.00
68	Thermoplastic 12" Solid White/Yellow	LF	\$ 10.00
69	Paint 12" Solid Yellow/White	LF	\$ 9.00
70	Thermoplastic 18" Solid White/Yellow	LF	\$ 15.00
71	Paint 18" Solid Yellow/White	LF	\$ 14.00
72	Thermoplastic 24" Solid White/Yellow	LF	\$ 25.00
73	Paint 24" Solid Yellow/White	LF	\$ 24.00
74	RPMs (Road Reflector)	EA	\$ 10.00
75	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$ 400.00
76	Paint Arrows 14" (Std. MDC & FDOT Specs) White	EA	\$ 300.00
77	Thermoplastic Handicap Logo & Blue Stripe	EA	\$ 1800.00
78	Paint Handicap Logo & Blue Stripe	EA	\$ 600.00
79	Removal of ALL Existing Thermo Striping (hydroblast)	LF	\$ 25.00
80	Paint Bicycle Pavement Marking	EA	\$ 600.00
81	Thermoplastic Bicycle Pavement Marking	EA	\$ 1000.00
82	Thermoplastic Messages (Bus/School)	EA	\$ 1500.00
83	Paint Messages	EA	\$ 1400.00
84	Installation of New Traffic Sign	EA	\$ 1000.00

CONTINUED ON THE FOLLOWING PAGE.

Item	Description	U / M	Unit Cost
STRIPING OF PARKING LOTS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
85	Thermoplastic Stop Bars (12" Wide)	LF	\$ 10.00
86	Stop Bars (12" Wide) White Paint	LF	\$ 9.00
87	Thermoplastic Arrows 14" (Std. MDC & FDOT Specs)	EA	\$ 400.00
88	Arrows 14" (Std. MDC & FDOT Specs) White Paint	EA	\$ 300.00
89	Thermoplastic Cross Hatching (12")	LF	\$ 10.00
90	Cross Hatching (12") White Paint	LF	\$ 9.00
91	Thermoplastic Handicap Logo & Blue Stripe	EA	\$ 1800.00
92	Paint Handicap Logo & Blue Stripe	EA	\$ 600.00
93	Thermoplastic Disable Cross Hatching (4")	EA	\$ 2.00
94	Disable Cross Hatching (4") Paint	EA	\$ 1.00
95	Furnish and Install Wheel Stop	EA	\$ 45.00
96	Remove and Replace Wheel Stop	EA	\$ 55.00
97	Installation of New Traffic Sign	EA	\$ 1000.00

Item	Description	U / M	Unit Cost
PAINTING AND STRIPING OF GREEN BICYCLE LANES, RED-TRANSIT LANES, OTHER COLORED PAVEMENT, STANDARD PAINT, AND SPECIAL MARKINGS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to stripe parking lots on an as-needed basis for the City of Dania Beach in accordance with the bid specifications.			
98	Permanent Green Paint Up to 10,000 square feet of Work	SF	\$ 30.00
99	Permanent Green Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
100	Permanent Green Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
101	Permanent Green Paint Above 50,000 square feet of Work	SF	\$ 30.00
102	Permanent Red Paint Up to 10,000 square feet of Work	SF	\$ 30.00
103	Permanent Red Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
104	Permanent Red Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
105	Permanent Red Paint Above 50,000 square feet of Work	SF	\$ 30.00
106	Permanent Other Paint Up to 10,000 square feet of Work	SF	\$ 30.00
107	Permanent Other Paint 10,000 to 25,000 square feet of Work	SF	\$ 30.00
108	Permanent Other Paint 25,000 to 50,000 square feet of Work	SF	\$ 30.00
109	Permanent Other Paint Above 50,000 square feet of Work	SF	\$ 30.00
110	Standard Paint Up to 10,000 square feet of Work	SF	\$ 30.00
111	Standard Paint 10,000 to 25,000 square feet of work	SF	\$ 30.00
112	Standard Paint 25,000 to 50,000 square feet of work	SF	\$ 30.00
113	Standard Paint Above 50,000 square feet of Work	SF	\$ 30.00
114	Edge Line Marking	SF	\$ 30.00
115	Standard Sharrow Symbol	EA	\$ 800.00

CONTINUED ON THE FOLLOWING PAGE.

116	Green Sharrow Symbol	EA	\$ 800.00
117	Bike-only Lane Symbol	EA	\$ 800.00
118	Bicycle Detector Symbol	EA	\$ 800.00

Item	Description	U / M	Unit Cost
LANE DELINEATORS - Contractor proposes to furnish all labor, material, equipment, supervision, mobilization and demobilization costs, maintenance of traffic including off duty police officers, if necessary, and transportation necessary to perform the services indicated on an as- needed basis for the City of Dania Beach in accordance with the bid specifications.			
119	Zicla Zebra 13, or approved equal (see Special Conditions #6)	EA	\$ 1500.00
120	Zicla Zipper, or approved equal (see Special Conditions #6)	EA	\$ 1500.00

END OF BID FORM.

AGREEMENT BETWEEN THE CITY OF DANIA BEACH, FLORIDA AND THE STOUT GROUP, LLC A FLORIDA LIMITED LIABILITY COMPANY, FOR SERVICES RELATING TO CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, STRIPING OF CITY STREETS AND PARKING LOTS, AND LANE DELINEATORS AS FURTHER DESCRIBED WITHIN THE CITY OF DANIA BEACH INVITATION TO BID (“ITB”) NO. 24-021.

This is an Agreement (“Agreement”) dated _____, 2024, between the City of Dania Beach, Florida, a Florida municipal corporation (“City”), with its principal place of business located at 100 West Dania Beach Boulevard, Dania Beach, Florida 33004 and The Stout Group, LLC, a Florida limited liability company (“Contractor”), with its principal mailing address of 10850 Northwest 138 Street, Bay #3, Hialeah Gardens, Florida 33018.

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

1. **Scope of Services.** The Contractor agrees to provide construction services (“Services” or “Work”) associated with the City’s Invitation to Bid (ITB) No. 24-021 "Concrete Curbing/Sidewalk Construction, Milling and Resurfacing of Asphalt Concrete, Striping of City Streets and Parking Lots, and Lane Delineators" which Bid is incorporated by this reference into this Agreement as Exhibit “A”, This reference to Exhibit A also includes all addendums and technical specifications.

This Agreement is considered a push-button contract, by means of sealed bids, for the purchase of concrete curbing sidewalk construction, milling and resurfacing of asphalt concrete, and the striping of city streets and parking lots as specified in ‘Exhibit “A”’. The quantities shown on the Bid Price Proposal are approximate and only represent estimated planned requirements based on historical or specific project needs. The City does not guarantee any maximum or minimum quantity, any range of quantities, or the exact quantities shown for each bid item. The City’s estimated quantities and the Contractor’s bid price will be used to calculate a total bid amount. This total bid amount will then be used to determine the low bidder; however, actual payment under the awarded contract will be based on actual quantities completed.

PUSH BUTTON CONTRACTOR SELECTION: When work is identified, the Contractor who provides all services needed and is the lowest cost for the project based on prices submitted on the bid form will be selected to complete the work.

2. This Agreement encompasses the Contractor’s response; provided, however that if there is any conflict between the terms of the Agreement and the Contractor’s response to City, the Agreement is controlling. The ranking of the controlling documents is the agreement, then the technical specs, the terms of the ITB, then the Contractor’s response. The Services and Costs are identified and described in the Contractor’s Bid Form, as Exhibit “B” which exhibit is incorporated by reference into this Agreement.

3. The term of this Agreement shall be effective beginning October 1, 2024 through September 30, 2027.
4. **CONTROL OF THE WORK (PUSH BUTTON).** Work Documents: For this Contract in which specific sites are not identified at the time of letting, the Engineer will issue a Work Document. Work Documents will identify the location, description, amount of work to be accomplished, and the number of calendar days to complete the work. Notify the Engineer prior to beginning work defined by each individual Work Document. The initial Work Document may be issued with the Notice to Proceed. The Contractor will be allowed 14 calendar days from receipt of the initial Work Document to respond and begin work. The 14 calendar days begin on the date the document is received in person, by email or fax. The Contractor will be expected to respond and begin work within five working days of receipt of any subsequent Work Document. If a start date later than 5 working days is identified in a Work Document, the Contractor will be expected to begin work by the start date identified in the Work Document. Charging of Contract time will begin on the actual day that work begins at the site, but no later than: 1. the 14th calendar day from receipt of the initial Work Document; or 2. the 5th working day from receipt of any subsequent Work Document; or 3. the "start date" identified in a Work Document (as described above) that is applicable to the specific Work Document issued. All work locations will be described with sufficient particularity that will allow the Contractor to proceed immediately to the location with minimum delay. The Department will make every reasonable effort to plan work locations and develop work documents in systematic and concentrated regions so as to minimize the Contractor's travel requirements. A Pre-Work Conference may be scheduled prior to the commencement of work in accordance with the Work Document. Upon completion of the assigned work of the Work Document, notify the Engineer. Certify that the work quantities and quality were accomplished in accordance with these specifications by signing and returning the Work Document to the Department. All work completed will be reviewed to verify quantity and quality prior to approval of the Work Document. Should inclement weather limit or stop the work, notify the Engineer of such limitation or work stoppage. Schedule work in a manner that prevents delays, stoppages and rework.
5. **Maintenance of Traffic.** When No Separate Item is Included in the Proposal: When the proposal does not include a separate item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included for payment under the several scheduled items of the overall Contract, and no separate payment will be made therefore.
6. **Sovereign Immunity.** Contractor acknowledges that the Florida Doctrine on Sovereign Immunity bars all claims by Contractor against the City other than claims arising out of this Agreement. Specifically, the Contractor acknowledges that it cannot and will not assert any claims against the City, unless the claim is based upon a breach by the City of this Agreement. Further, the Contractor recognizes the City is a sovereign with regulatory authority that it exercises for the health, safety, and welfare of the public. This Agreement in no way estops or affects the City's exercise of that regulatory authority. In addition, the City retains the full extent of its sovereign immunity in relation to the exercise of its regulatory authority. The Contractor acknowledges that it has no right and will not make claim based upon any of the following:

- a. Claims based upon any alleged breach by the City of implied warranties or representations not specifically set forth in this Agreement, as the parties stipulate that there are no such implied warranties or representations of the Contractor. All obligations of the parties are only as set forth in this Agreement;
 - b. Claims based upon negligence or any tort arising out of this Agreement;
 - c. Claims upon alleged acts or inaction by the City, its commissioners, attorneys, administrators, Contractors, agents, or any Contractor employee;
 - d. Claims based upon an alleged waiver of any of the terms of this Agreement unless such waiver is in writing and signed by an authorized representative for the City and Contractor.
7. Financial records. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Contractor shall maintain adequate records to justify all charges and costs incurred in performing the services for at least three (3) years after completion of this Agreement. Contractor agrees that the City, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement during normal business hours. All such materials shall be maintained by Contractor at a location in Broward County, Florida; provided that if any such material is located outside Broward County, then, at the City's option the City shall pay Contractor for travel, per diem, and other costs incurred by Contractor to examine, audit, excerpt, copy or transcribe such material at such other location. The City shall make a reasonable effort to maintain the confidentiality of such audit report(s).
8. Scrutinized Companies. Contractor shall certify that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), as may be amended or revised, or is engaged in a boycott of Israel.
9. Verification of Employment Eligibility. Contractor represents that Contractor, and each subcontractor, has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, Municipality may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by Municipality due to the termination.
10. That in all other respects, the terms of Exhibit "A" apply to this Agreement.

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

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

ELORA RIERA, MMC
CITY CLERK

ARCHIBALD J. RYAN IV
MAYOR

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

ANA M. GARCIA, ICMA-CM
CITY MANAGER

EVE A. BOUTSIS
CITY ATTORNEY

WITNESSES:

B. R. da

Signature

Brian Randa

PRINT Name

[Signature]

Signature

Laura P... [Signature]

PRINT Name

CONTRACTOR:

THE STOUT GROUP, LLC
a Florida limited liability company

[Signature]

Signature

Jose M. Sanchez

PRINT Name

Manager

Title

Dated: October 15, 2024

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on October 15, 2024 by Jose M. Sanchez as Manager of The Stout Group, LLC, a Florida limited liability company, He/she is personally known to me or has produced Known as identification.

[Signature]

Notary Public, State of Florida

Francis S. Varela

Print Name

My Commission Expires: 4/5/2025



Francis S. Varela
Notary Public
State of Florida
Comm# HH112430
Expires 4/5/2025

