

Exhibit “A”

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]

Laura Puck

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

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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

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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.