

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
May 1, 2018
6:30 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **MOMENT OF SILENCE**
4. **PLEDGE OF ALLEGIANCE:**
5. **SPECIAL PRESENTATIONS:**
6. **PUBLIC COMMENTS:**

All comments or questions from the attending public to the Council shall be directed to the Mayor, in a courteous tone. No person other than the Council and the person recognized by the Mayor as having the floor, shall be permitted to enter into discussion without the permission of the Mayor. To ensure the orderly conduct and efficiency of the meeting, public comments shall be limited to three (3) minutes maximum per person; however, the Mayor may authorize the extension of the aforesaid time frame, and any extension shall apply to other individuals speaking on the same subject.

No clapping, applauding, heckling, verbal outburst in support of, or in opposition to a speaker or his/her remarks shall be permitted. Should a member of the audience become unruly, or behave in any manner that disrupts the orderly and efficient conduct of the meeting, the Mayor is given the right and the authority to require such person to leave the Council Chambers.

As a courtesy to others, all electronic devices must be set to silent mode to avoid disruption of the proceedings.

Remote Public Comments: Please register with the Town Clerk from the date the agenda is released (Wednesday before the meeting) to the date before the meeting. For additional information, please contact Clerk@miamilakes-fl.gov

7. **ORDER OF BUSINESS(DEFERRALS/ADDITIONS/DELETIONS):**
8. **APPOINTMENTS:**
9. **COMMITTEE REPORTS:**

Sports Hall of Fame Committee Report

Elderly Affairs Committee Report on Jerry's Squad

10. CONSENT CALENDAR:

A. Approval of Minutes

- April 3, 2018 Regular Council Meeting
- April 18, 2018 2025 Strategic Plan Workshop
- April 24, 2018 Sunshine Meeting

B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF MIAMI BEACH CONTRACT ITB 2018-034-ND FOR FENCING SERVICES; WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF MIAMI BEACH CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED WORK ORDER, UNDER CONTRACT NO. 2018-09 FOR MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ("CEI") FOR CEI SERVICES ON THE SAFE ROUTES TO SCHOOL – MIAMI LAKEWAY NORTH/SOUTH PROJECT, WITH R.J. BEHAR AND COMPANY, INC ("RJB"); AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

D. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF PEMBROKE PINES, FLORIDA CONTRACT PSPW-16-17 FOR SECURITY GUARD SERVICES; WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF PEMBROKE PINES CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

11. ORDINANCES-FIRST READING:

A. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO EXTERIOR SURFACE PAINT AND PROTECTION OF COMMERCIAL AND INDUSTRIAL STRUCTURES; RENAMING CHAPTER 16 TO "PROPERTY STANDARDS AND NUISANCES;" CREATING SECTION 16-2, ENTITLED "COMMERCIAL AND INDUSTRIAL STRUCTURES SURFACE PAINT AND PROTECTION," OF THE TOWN'S CODE OF ORDINANCES;

PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (RUANO)

- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATED TO SITE PLAN APPLICATION REQUIREMENTS, AMENDING SECTION 13-304(e)(1), "SITE PLAN APPROVALS – APPLICATIONS," REPEALING THE REQUIREMENT THAT TWELVE (12) COPIES OF A SITE PLAN FOR PUBLIC HEARING CONSIDERATION BE SUBMITTED; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.(REY)**

***This is a companion item to the Exterior Surface Paint & Protection of Commercial and Industrial Structures item, Item 11A.**

12. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AMENDING THE TRANSPORTATION MASTER PLAN IN ORDER TO INCLUDE THE EXTENSION OF THE OUTER LEFT TURN LANE ON NW 154 STREET; PROVIDING FOR INCLUSION TO THE TRANSPORTATION MASTER PLAN; AUTHORIZING THE TOWN MANAGER TO FORWARD THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (RODRIGUEZ)**
- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF CONTRACTS FOR RFP 2018-16, GROUNDS MAINTENANCE SERVICES FOR MLOP & ROP TO BRIGHTVIEW LANDSCAPE SERVICES, INC. AND GREENSOURCE LANDSCAPE & SPORTS TURF, INC. IN AMOUNTS NOT TO EXCEED BUDGETED FUNDS PER PARK; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACTS; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (REY)**
- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND IF AWARDED ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") COUNTY INCENTIVE GRANT PROGRAM ("CIGP"); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FDOT CIGP AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (REY)**
- D. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, TOWN**

COUNCIL, SUPPORTING MIAMI-DADE COUNTY'S DONATION OF PROPERTY LOCATED AT 6100 N.W. 153 STREET, MIAMI LAKES, FLORIDA TO THE TOWN OF MIAMI LAKES; PROVIDING FOR INSTRUCTIONS TO THE CLERK OR HER DESIGNEE; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE. (REY)

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF A PROPOSED CHARTER AMENDMENT; PROVIDING THE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE. (MESTRE)**

13. NEW BUSINESS:

- A. First Miami Lakes Social Media Q&A (Cid)**
B. Town Manager Selection Process (Daubert)
*This item requires the waiver of the Section 7.3 of the Special Rules of Order of the Town of Miami Lakes.
C. League of Cities Gala (Daubert)
*This item requires the waiver of the Section 7.3 of the Special Rules of Order of the Town of Miami Lakes.

14. MANAGER'S REPORT:

- A. Miami Lakes Sports Hall of Fame Committee Selection Report 2018**
B. Undergrounding FPL in Lake Patricia
C. Town Manager Monthly Police Activity Report

15. ATTORNEY'S REPORT:

- A. Attorney's Reports**

ADJOURNMENT:

This meeting is open to the public. A copy of this Agenda and the backup therefore, has been posted on the Town of Miami Lakes Website at miamilakes-fl.gov and is available at Town Hall, 6601 Main Street, Miami Lakes 33014. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this meeting because of that disability should contact Town Hall at 305-364-6100 two days prior to the meeting.

Anyone wishing to appeal any decision made by the Miami Lakes Town Council with respect to any matter considered at this meeting or hearing will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

Any member of the public wishing to speak on a public hearing matter on this Agenda or under public comments for items not on this Agenda, should fill out a speaker card and provide it to the Town Clerk, prior to commencement of the meeting. Any person presenting documents to the Town Council should provide the Town Clerk with a minimum of 15 copies.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Sports Hall of Fame Committee
Subject: Sports Hall of Fame Committee Report
Date: 5/1/2018

Recommendation:

Please see attached report.

ATTACHMENTS:

Description

Committee Report

**Miami Lakes Sports Hall of Fame Committee
Selection Report
May 2018**

TO: Honorable Mayor and Councilmembers

FROM: Sports Hall of Fame Committee

DATE: May 1, 2018

SUBJECT: Recommendations for second class of inductees for Miami Lakes Sports Hall of Fame

Recommendation

The committee asks that the Town Council to review and accept the following as members of the second class for the Miami Lakes Sports Hall of Fame: former Miami Dolphin Tony Nathan, former University of Miami football player, current assistant coach and former NFL player Joel Rodriguez, Community Activist William Graham, Veteran journalist and former volleyball player Sara Sidner, and Community Pioneer Jim Hamilton.

The committee believes that each of these five individuals epitomizes the basic criteria for selection, that being they have made significant contribution to their sports and that they have substantial connections to the Town of Miami Lakes.

Fiscal Impact

Plaques will be ordered to arrive in time for the planned June 2, 2018 induction ceremony.

Background

The committee met on four occasions to familiarize itself with the recommendation process and ultimately to decide which individuals would be most deserving of being part of the town's second class. The committee has been composed of five individuals for this year's

selection process. All voting and formal debate over our last two meetings. In each case, the recommended names met with the unanimous consent of the committee, including chair Roman Garcia, vice chair Jim Hamilton (except for his nomination), secretary Marcos Gutierrez and committee members Tim Reynolds and Carlos Alvarez.

Selection Process

The committee reviewed approximately six to eight nominations, generated both internally and from the public, before settling on the following recommendations:

Tony Nathan has been a resident of the Town of Miami Lakes and considered a “Hometown Hero.” Nathan attended Woodlawn high school in Birmingham, Ala., where he was one of the first black players at the school, which has since been documented in a movie. He would earn a scholarship to the University of Alabama where he was part of the 1978 National Championship team. He would finish his college career with 3,362 all-purpose yards including 30 touchdowns, before being drafted in the third round of the NFL draft by the Miami Dolphins in 1979. As a member of the Dolphins, he played in two Super Bowls and after nine seasons finished over 7,000 all-purpose yards and 32 touchdowns. He also served as a coach at FIU under former coach Don Strock.

Joel Rodriguez played high school football locally at Monsignor Pace high school before earning a scholarship to the University of Miami. There he was a member of the National Championship team of 2001. He was a two-year starter for the Hurricanes and after a brief stint in the NFL he transitioned into coaching. After spending time at Mississippi as a Graduate Assistant, he would coach at Bryant College and Fordham University, and has been back at the University of Miami since 2015, where he currently serves as Director of Player

Development for the Defense and is the keeper of the famed “Turnover Chain.”

William Graham was known as a pioneer in Miami Lakes in the sports of Golf, Badminton, Horseback Riding and girls’ athletics of all ranges. He was a longtime resident of Miami Lakes and was a member of the 1942 State of Florida Championship basketball team at Miami Senior High. He served in the Pacific during World War II. This is where he picked up the sport of Badminton, and would represent Okinawa (where he was stationed) in the Pacific Olympics. He was one of the behinds the scenes members who is credited with bringing the Senior’s Badminton tournament that is held in Miami Lakes every year. Graham was also credited with promoting golf to youth, high school and college levels and also was responsible for providing the youth of Miami Lakes with the chance to learn how to ride horses early in the inception of the town.

Sara Sidner played volleyball locally at Hialeah-Miami Lakes high school and attended the University of Florida, where she led the Gators to the NCAA Final Four in volleyball. She was a member of regional championship teams in High School and once served out a 15-0 game before the volleyball scoring changed in High School – A very rare feat. Since graduating she has been a valued member of CNN News covering numerous national and international stories including reporting from war zones. Through it all she still identifies Miami Lakes as her hometown.

Jim Hamilton is a longtime resident and member of the Miami Lakes Optimist Club. He has dedicated most of his life to helping kids excel in sports and in the classroom. Since joining the optimist in 1973, he has held every position including president, vice-president, board member, commissioner, and coach. All this while helping the club reach its goals by offering kids a chance to play sports, while their parents and other

spectators cheer for them and improve their academics. His devotion to his volunteer work, and his lifelong dedication has earned him the highest honor in recreation and sports.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Elderly Affairs Committee
Subject: Elderly Affairs Committee Report on Jerry's Squad
Date: 5/1/2018

Recommendation:

Please see attached report.

ATTACHMENTS:

Description

Jerry's Squad Report

Jerry's Squad Application

Jerry's Squad Questionnaire

Jerry's Squad Release Form

**TOWN OF MIAMI LAKES
ELDERLY AFFAIRS JERRY'S SQUAD
SUBCOMMITTEE MEETING MINUTES**

April 2, 2018

Town Hall Room 106

- 1) Call to Order: Meeting called to order at 9:17 AM
- 2) Roll Call: Maria Mederos, Pedro Fiallo, Josh Dieguez, Sarah Suarez, Dottie Wix, Clarisell De Cardenas and Nathalie Garcia, Town Liaisons

Applications Timeline March 1 and close June 1, strictly enforced. No exceptions. Official screening would be the month of June but can be started sooner if needed.

Advertising in the Miami Laker and flyers will be in conjunction with application timeline and will include Complete listing of Specifications for Jerry's Squad.
Sub Committee to begin in February and meet as needed going forth. Applicants screening would be in the month of June.

-----Volunteers screening applicants to ask specific questions to help ensure need and priority of Jerry's Squad aid.

Jerry Squad coordinators should be volunteers from the EAC. Will discuss assigning Coordinator's for Jerry's Squad at next EAC meeting.

Jerry's Squad questionnaire; add check box stating, "I certify that all answers are correct", also a check box "are you staying in the residence". Certain key points to be bold to emphasize, questionnaire to be revised.

Applicants Qualifications: strict guidelines, no exceptions.

--must show a need, elderly, frail, living alone, staying in home during hurricane.

Specification:

--Volunteers will not place shutters on second floor.

--Applicants must be home when volunteers are able to place shutters.

--All material must be at the residence, ladder, screws, bolts, screw drivers, hammers etc.

---Accordions shutters

---Panels and Plywood with holes should be ready to be placed.

---Flower pots, no more than 20lbs will be moved.

---Residence must have easy accessibility.

Volunteers for Jerry's Squad will be activated when there is a Hurricane Watch. Shutters will be placed when Hurricane Warning.

Recommend A Meeting for Jerry Squad Volunteers to inform of guidelines and specifications. Volunteers must be over 18 and have a background check.

Command Center will be at Town Hall.

Specifications to be added to press release.

Motion/Seconded by Josh Dieguez/Pedro Fiallo to Adjourn. Motion passed unanimously.

Meeting Adjourned at 10:29 AM

JERRY'S SQUAD

2018 HURRICANE PREPAREDNESS ASSISTANCE

INSTRUCTIONS

Complete application in its entirety. Only one (1) application per household will be processed. For more information or to request assistance in completing this application, please contact Clarisell De Cardenas, Community Engagement & Outreach Director at (305) 512-7133. Return your completed application to Town of Miami Lakes, Community Engagement & Outreach Department, 6601 Main Street, Miami Lakes, FL 33014.

CRITERIA

The Jerry's Squad Hurricane Preparedness Assistance program is open to Town of Miami Lakes residents ONLY who are elderly, frail, live alone and will shelter in place during a storm. The deadline to register to be considered is on May 31, 2018 at 5:00 pm.

Property Owner Information

Name: _____ Phone: _____

Property Address: _____ ☐ Owned ☐ Rented

**Hurricane Shutter Installation Assistance will only be provided to first floor of your home.*

Marital Status: ☐ Married ☐ Single ☐ Divorced ☐ Widow ☐ Separated

Household Size: _____ under the age of 18, _____ 18-64, _____ over the age of 65

**To determine your household size include yourself, your spouse, and the number of people who live with you.*

During a storm, do you plan to stay at the address above? ☐ Yes ☐ No

Hurricane Preparedness Assistance Request *(Shutters must be in working condition.)*

Please check assistance type: Shutter Installation: ☐ Plywood* ☐ Panel ☐ Accordion

**only pre-measured and pre-drilled plywood shutters will be considered*

☐ Heavy furniture and/or plants

Waiver and Consent

In consideration of participation in the activities and use of the facilities and equipment provided by the Town of Miami Lakes, I, for myself and for my heirs, personal representatives, executors, agents, and assigns, personal representatives, executors, and assigns do hereby knowingly freely, and voluntarily assume all risk and liability for any damage or injury to person or property that may occur as a result of my participation in activities or use of any facilities or equipment of the Town of Miami Lakes, and do hereby release, discharge, and covenant not to sue the Town, its Town Council, Mayor, Town Councilmen, Manager, Appointed Officials, any Town Department or subdivision, its employees, attorneys, servants, representatives, officers, agents, successors and assigns from and against any and all claims, demands liens, liabilities, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to costs, expenses, and attorney's fees, at trial and on appeal brought for, by or on behalf of myself against the Town, its Town Council, Mayor, Town Councilmen, Manager, Appointed Officials, any Town Department or Subdivision, its employees, attorneys, servants representatives, officers, agents volunteers, and successors and assigns, arising out of or in connection with in whole or in part, directly or indirectly, my attendance and /or participation or use of any Facilities or Equipment of the Town of Miami Lakes. Additionally, I shall indemnify and hold the Town, its Town Council, Mayor, Town Councilmen, Manager, Appointed Officials, any Town Department or subdivision, its employees, attorneys, servants, representatives, officers, agents, counters and successors and assigns harmless from the use of any facility or equipment caused by negligence recklessness, intentional misconduct, or any act or omission by myself.

Both you and your spouse (if applicable) must sign here for this application to be accepted.

Signature of Applicant

Signature of Spouse/Partner (if applicable)

Date

Submitting the application does not guarantee enrollment in the Hurricane Preparedness Assistance Program.

Office Use Only

Date Submitted: _____ This application has been: ☐ Approved ☐ Denied

Reason for denial: _____

Committee Member Signature

JERRY'S SQUAD

QUESTIONNAIRE

Property Information

Name: _____ Phone: _____

Property Address: _____

Questions

1. What type of shutters do you have?
☐ Plywood* ☐ Panel ☐ Accordion
 - a. If you have panel type shutters, do you have all parts? Screws, bolts, etc.
2. Are you shutters functional?
3. When was the last time you checked the operation of shutters?
4. How many windows are there?
5. How many doors are there?
6. How many floors are in your home?
7. If there is an 18-64 residing in the home, how old is the individual?
8. Outdoor furniture and/or plants size and weight?

Office Use Only

JERRY'S SQUAD

2018 HURRICANE PREPAREDNESS ASSISTANCE

Property Information

Name: _____ Phone: _____

Property Address: _____

Please Initial

- ☐ I understand this program is based on the availability of volunteers.
- ☐ I understand I will be contacted when a Hurricane Warning is issued.
- ☐ I understand that volunteers will not be making any repairs to my home or shutters.
- ☐ I certify that my shutters are in working condition.

Waiver and Consent

In consideration of participation in the activities and use of the facilities and equipment provided by the Town of Miami Lakes, I, for myself and for my heirs, personal representatives, executors, agents, and assigns, personal representatives, executors, and assigns do hereby knowingly freely, and voluntarily assume all risk and liability for any damage or injury to person or property that may occur as a result of my participation in activities or use of any facilities or equipment of the Town of Miami Lakes, and do hereby release, discharge, and covenant not to sue the Town, its Town Council, Mayor, Town Councilmen, Manager, Appointed Officials, any Town Department or subdivision, its employees, attorneys, servants, representatives, officers, agents, successors and assigns from and against any and all claims, demands liens, liabilities, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to costs, expenses, and attorney's fees, at trial and on appeal brought for, by or on behalf of myself against the Town, its Town Council, Mayor, Town Councilmen, Manager, Appointed Officials, any Town Department or Subdivision, its employees, attorneys, servants representatives, officers, agents volunteers, and successors and assigns, arising out of or in connection with in whole or in part, directly or indirectly, my attendance and /or participation or use of any Facilities or Equipment of the Town of Miami Lakes. Additionally, I shall indemnify and hold the Town, its Town Council, Mayor, Town Councilmen, Manager, Appointed Officials, any Town Department or subdivision, its employees, attorneys, servants, representatives, officers, agents, counters and successors and assigns harmless from the use of any facility or equipment caused by negligence recklessness, intentional misconduct, or any act or omission by myself.

Signature of Applicant

Date

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of 20____, by _____.

(SEAL)

Signature of Notary



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Gina M. Inguanzo, Town Clerk
Subject: Approval of Minutes
Date: 5/1/2018

Recommendation:

Approval of Minutes

- April 3, 2018 Regular Council Meeting
- April 18, 2018 2025 Strategic Plan Workshop
- April 24, 2018 Sunshine Meeting

ATTACHMENTS:

Description

April 3 2018 Regular Council Meeting

April 18 2018 Strategic Plan Workshop

April 24 2018 Sunshine Meeting

MINUTES
Regular Council Meeting
April 3, 2018
6:30 p.m.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

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

2. ROLL CALL:

The Town Clerk, Gina M. Inguanzo, called the roll with the following Councilmembers being present: Luis Collazo, Tim Daubert, Ceasar Mestre, Nelson Rodriguez, Marilyn Ruano, Vice Mayor Frank Mingo and Mayor Manny Cid.

3. MOMENT OF SILENCE:

Lieutenant Kelvin Garcia from the Salvation Army Church led the Invocation.

4. PLEDGE OF ALLEGIANCE:

Girl Scouts of America led the presentation of colors and the Pledge of Allegiance.
Mercedes Ferreira-Das led the National Anthem.

5. SPECIAL PRESENTATIONS:

Mercedes Ferreira-Dias was recognized for continuously volunteering and performing at events in Miami Lakes through the past couple years.

Maximo Rodriguez was recognized for being chosen as first place winner for a water color painting of a cow

Merly Lopez was recognized for creating a video that went viral depicting the joined effort of students from Barbara Goleman High School marching to honor the victims of the Marjory Stoneman Douglas High shooting in Parkland.

Emmy Martinez from Miami Lakes K-8 was recognized for reaching out to the Mayor's office to discuss efforts Emmy can implement in her school to support students through activities creating a community feel in her school.

Mayor Cid presented a Proclamation naming April as Parkinson's Awareness Month. He recognized his father, Councilmember Daubert's father-in-law, and Andrea Agha's father among many others.

Sponsors, Restaurants, and Wine Vendors, Lynn Matos and Michael Huffaker were recognized for their support and effort during the Food & Wine Festival that took place on March 3rd. A check was also presented to the Town's Council and Financial Director for \$18,616.29 for the Miami Lakes Foundation.

Drew Daren. from Tree Hugging Soap and Laurie Najera from 305 Yoga led a meditation session.

6. PUBLIC COMMENTS:

Antonio Fernandez came before the Town Council to speak on his concerns for School Safety.

Lynn Matos came before the Town Council to speak on item 15C, Social Media Strategy.

Michael Huffaker came before the Town Council to speak on 15C, Social Media Strategy and to invite the Town Council to the upcoming Economic Development Committee Social taking place at Dr. Limon.

Maria De Pena came before the Town Council to speak on Code Explorers, a non-profit teaches computer science, engineering and technology to children ages 3-13 which offers internship programs to students whom are interested. She invited the Town Council to a Code Explorers Expo event taking place at Optimist Park on April 18th, 2018 from 6-8 p.m.

Claudia Luces came before the Town Council to speak on her concerns regarding School Safety items placed on the agenda.

Adrey Polo came before the Town Council to speak on behalf of the Miami Lakes Bar Association to inform the Council that the Bar Association is open to help in any way the organization can.

Mirtha Mendez came before the Town Council to speak on item 10F, a resolution approving the contract for design services on the Miami Lakes Optimist Park.

Sarah Rodriguez and Manuel Acosta came before the Town Council to speak on her concerns in her neighborhood regarding the speeding cars on Egan Lane.

Katherine Fleites came before the Town Council to speak on her speeding concerns occurring on Egan Lane and the request for speed bump or stop sign.

Carmen Cabarga came before the Town Council to also speak on her concerns of speeding cars on Egan Lane.

Ross Alvarez came before the Town Council to speak on his concerns of the speeding occurring on Egan Lane.

Kurt Scott came before the Town Council to speak on his concerns of the speeding occurring on Egan Lane.

Tony Sanchez came before the Town Council to speak on his concerns regarding School Safety.

7. ORDER OF BUSINESS (DEFERRALS/ADDITIONS/DELETIONS):

Vice Mayor Frank Mingo motioned to pull item 10F. Mayor Cid motioned to move items 13A, 13C, 13G, and 15D for discussion before the Consent Calendar. Councilmember Rodriguez motioned to approve the new Order of Business. Councilmember Daubert seconded the motion and all were in favor.

Councilmember Rodriguez motioned to reopen the Order of Business and Councilmember Daubert seconded the motion. Councilmember Rodriguez then motioned to move up 13D to after the Mayor's School Safety discussion. Councilmember Mestre seconded the motion, and all were in favor.

Vice Mayor Mingo motioned to reopen again the Order of Business and Councilmember Daubert seconded the motion. Vice Mayor Mingo then motioned to move up 15A to be discussed after Councilmembers Rodriguez's item, 13D. Councilmember Mestre seconded the motion, and all were in favor.

8. APPOINTMENTS:

Roxana Rodriguez was appointed to the Special Needs Advisory Board, nominated by Mayor Manny Cid.

Luis Marquez was appointed to the Special Needs Advisory Board, nominated by Vice Mayor Frank Mingo.

Jose Pargas was appointed to the Special Needs Advisory Board, nominated by Councilmember Marilyn Ruano.

Jessica Torres was appointed to the Special Needs Advisory Board, nominated by Councilmember Nelson Rodriguez.

Marianela Alvarez was appointed to the Special Needs Advisory Board, nominated by Councilmember Ceasar Mestre.

Michael Alessandri was appointed to the Special Needs Advisory Board, nominated by Councilmember Luis Collazo.

Oscar Muniz was appointed to the Special Needs Advisory Board, nominated by Councilmember Tim Daubert.

Maria Mederos was appointed to the Cultural Affairs Committee, nominate by Councilmember Tim Daubert.

Councilmember Tim Daubert motioned to approve appointments. Councilmember Collazo seconded the motion, and all were in favor.

9. COMMITTEE REPORTS:

Public Safety Committee Chair, Lynn Matos, reported to the Town Council regarding the Committee's annual report regarding budget.

Neighborhood Improvement Committee Chair, Juan Carlos Fernandez, reported to the Town Council regarding the Committee's annual report.

10. CONSENT CALENDAR:

Councilmember Mestre motioned to approve the items under the Consent Calendar. Councilmember Daubert seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

A. Approval of Minutes

- March 6, 2018 Regular Council Meeting
- March 13, 2018 Special Call Meeting
- March 21, 2018 Alternatives for the Completion of the Town's Sidewalk Network Workshop
- March 21, 2018 Attorney-Client Executive Session
- March 21, 2018 Attorney-Client Executive Session
- March 23, 2018 Sunshine Meeting

Approved on Consent.

B. A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("FDEM") AND THE TOWN OF MIAMI LAKES; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rodriguez/Rey)

Approved on Consent.

- C. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING THE BUDGET APPROVED BY ORDINANCE NO. 17-213 AND AMENDED BY ORDINANCE NO. 18-222; MODIFYING BUDGETED LINE ITEMS; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS RESOLUTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- D. A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") LOCAL AGENCY PROGRAM ("LAP") SUPPLEMENTAL AGREEMENT FOR THE CONSTRUCTION OF THE SRTS MIAMI LAKES ELEMENTARY SCHOOL, SAFE ROUTES TO SCHOOL PROJECT; AUTHORIZING THE TOWN MANAGER TO EXECUTE AGREEMENT; AUTHORIZING TOWN OFFICIALS TO CARRY OUT THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO ACCEPT AND EXPEND FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ADDITIONAL SUPPLEMENTAL AGREEMENTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- E. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR THE CONSTRUCTION OF THE SAFE ROUTES TO SCHOOL CONSTRUCTION PROJECT, ITB 2018-08 TO STAR PAVING, CORP., IN AN AMOUNT NOT TO EXCEED \$620,400.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

Approved on Consent.

- F. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE AWARD OF A CONTRACT FOR DESIGN SERVICES ON THE MIAMI LAKES OPTIMIST PARK PROJECT, RFQ 2018-06 TO BERMELLO AJAMIL & PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED \$470,000.00; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE

THE CONTRACT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. (Rey)

This item was pulled under the new Order of Business by Vice Mayor Frank Mingo.

Town Manager, Alex Rey, explained item 10F and answered questions posed by the Town Council.

Councilmember Ruano motioned to approve item 10F and Councilmember Daubert seconded the motion. The motion passed, 6-0, with Councilmember Rodriguez absent.

- G. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, MODIFYING RESOLUTION 2004-234, WHICH CREATED NEIGHBORHOOD MATCHING GRANTS IN ORDER TO INCLUDE BIKE RACKS INTO PROGRAM; PROVIDING FOR INCLUSION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Collazo/Rey)

Approved on Consent.

11. ORDINANCES -SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA, AMENDING SECTION 2.55(c)(4) OF THE TOWN CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Raul Gastesi, read the title of the ordinance into the record. Mayor Cid opened the public hearing.

There being no one wishing to speak, Mayor Cid closed the public hearing.

Councilmember Daubert motioned to approve the ordinance in second reading as recommended by the Town Attorney and Councilmember Mestre seconded the motion. The Town Clerk called the roll the motion passed, 6-0, with Councilmember Rodriguez absent.

12. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF A PROPOSED CHARTER AMENDMENT; PROVIDING THE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON AUGUST 28, 2018; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Attorney, Raul Gastesi, read the title of the resolution into the record. He also stated that in the ballot language, the word proceeding will be changed to next.

Councilmember Collazo motioned to approve the resolution with the amended as recommended by the Council. Vice Mayor Mingo seconded the motion. The Town Clerk called the roll and the motion passed, 6-0, with Councilmember Rodriguez absent.

- B. A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, TOWN COUNCIL, SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) NW 77th COURT RIGHT TURN LANE EXPANSION PROJECT; PROVIDING FOR INSTRUCTIONS TO THE CLERK OR HER DESIGNEE; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

Councilmember Mestre motioned to waive the four-day rule in accordance with Section 7.3 of the Special Rules of Order. Councilmember Collazo seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

Town Attorney, Raul Gastesi, read the title of the resolution into the record.

Town Manager, Alex Rey, explained item 12B and answered questions posed by the Town Council.

Councilmember Mestre motioned to approve the resolution and Councilmember Collazo seconded the motion. The Town Clerk called the roll and the motion passed, 6-0, with Councilmember Rodriguez absent.

13. NEW BUSINESS:

- A. School Safety Town Hall Meeting (Ruano, Collazo)

North Region Superintendent, Jose Bueno and Chief of Police for Miami-Dade Schools Police Department, Ian Moffett, presented and answered questions of the Town Council. This item was discussed along with item 13C, 13G and 15D.

Mirtha Mendez came before the Town Council to speak on the items sponsored by Councilmembers: Ruano, Collazo and Rodriguez. She also asked the Town Council to have a public meeting regarding school safety, so more residents can attend.

Councilmember Ruano made a motion asking Town Council to consider that Town Hall host a School Safety meeting to take place in one of the Town's facilities. Councilmember Ruano stated this meeting would give residents and community members a venue in which they can discuss their concerns with elected officials. This discussion could yield recommendations that the Town of Miami Lakes could use to draft a resolution to send said recommendations to the Miami-Dade County School Board. The Town of Miami Lakes is considering a collaboration with the School Board including but not limited to investing funds in school resource officers. Councilmember Collazo seconded the motion and recommended that the Town Hall meeting include experts from the corresponding sectors which may include the Miami Lakes Police Department, the Miami-Dade School Board, and Mental Health experts. The motion passed unanimously on items 13A and 13G.

B. One for One Regulation Reduction (Mingo)

Vice Mayor Mingo motioned to that there be a one for one regulation reduction, meaning for every new regulation a current one should be reduced as well as a 90-day freeze on any new regulations proposed, which will enable staff to create a list of recommendations to prevent further obsolete and/or overburdensome regulations. Councilmember Mestre seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

C. Police Resources (Cid)

This item was discussed along with items 13A, 13G, and 15D. Mayor Cid motioned directing the Town Manager to immediately start placing SRO's at the schools through the end of the school year. Vice Mayor Mingo seconded the motion.

After some discussion, Councilmember Ruano motioned to transfer \$35,000.00 from the Town's legal reserve to the police overtime budget. Councilmember Collazo seconded the motion. Miami Lakes Major Javier Ruiz answered questions posed by the Town Council. The Town Clerk called the roll and the motion failed, 2-5, with Councilmembers: Mestre, Daubert, Rodriguez, Vice Mayor Mingo and Mayor Cid in opposition.

The Town Clerk then called the roll for Mayor Cid's original motion to place SRO's in the Town's schools; the Town Clerk called the roll and the motion passed, 6-0, with Councilmember Rodriguez absent.

D. Support of Give A Ball, Spread the Love Program (Rodriguez)

Gloria Garcia came before the Town Council to ask the Town Council to support the Give A Ball, Spread the Love Program, which is a program that collects donations of basketballs for the Overtown Youth Center. She kindly requested that a box be placed in Town Hall to help collect donations. Councilmember Daubert motioned to include Give A Ball, Spread the Love Program into the Town's annual even program. Vice Mayor Mingo seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

E. Review and Update of Employee Discrimination and/or Harassment Policy (Mingo)

Vice Mayor Mingo made a motion requiring that staff review the Town's existing Employee Discrimination and Harassment Policy dated January 10, 20003 and compare policies implemented by neighboring municipalities to then provide any recommendations of appropriate changes to the current Policy of Miami Lakes. Along with the review, Vice Mayor Mingo also motioned that staff draft a resolution stating any changes that may affect elected officials and vendors. Councilmember Mestre seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

F. Charter Members Evaluation (Cid)

Mayor Cid made a motion requiring staff to create a review process on an annual or biannual basis for all (3) appointed Town Charter positions: Town Manager, Town Clerk and Town Attorney. Councilmember Collazo seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

- G. Town Hall Meeting on Schools Safety and Security (Rodriguez, Collazo)
This item was discussed along with 13A, 13C, and 15D. A motioned was brought forth and seconded, stated under item 13A.

14. MAYOR AND COUNCILMEMBER REPORTS:

- A. Report on Police Mental Health Collaboration Project: Strategic Mapping Meeting Planning (March 20, 2018) (Collazo)
This report was briefly brought to discussion under the item 13F regarding Councilmember Collazo's attendance of a meeting on March 20th, 2018 at the Miami-Dade County Police Department for a discussion on Strategic Mapping; He reported on a specific topic regarding the Parkland incident and stated that he will be giving ongoing reports of alike meetings should the Town Council desire.

15. MANAGER'S REPORT:

- A. Comprehensive Annual Financial Report (CAFR) FY2017 Presentation
Carlos Trueva, from the Audit Department, reported on the completion of the CAFR Report for Town of Miami Lakes, he stated that there were no findings to report with no prior year findings as well.
- B. Town Manager Monthly Police Activity Report
Town Manager, Alex Rey, reported on the arrests related to the ATV usage and the vehicular homicide. Major Javier Ruiz also answered questions posed by the Town Council regarding ATV's.
- C. Social Media Strategy
Charisma Glassman, Communications & Economic Development Manager, reported on the Town's Social Media Strategy by a PowerPoint presentation. She reported on the current social media status of the Town today and how social media usage can be enhanced for Miami Lakes.
- D. Funding allocation to improve school cameras at Bob Graham Education Center & Miami Lakes K-8 Center
This item was discussed along with item 13A, 13D, and 13G.
The Town Manager, Alex Rey, recommended to the Town Council the allocation of \$5,000 to enhance Bob Graham's Education Center & Miami Lakes K-8 camera system should the transfer of funds from the Education Advisory Board to the public-school system be approved by the Education Advisory Board. Councilmember Mestre motioned to approve said recommendation. Vice Mayor Mingo seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

Mayor Cid motioned to extend the meeting to midnight. Councilmember Daubert seconded the motion and the motion passed unanimously.

- E. Loch Lomond Special Taxing District
Town Manager, Alex Rey, reported on the current pending transfer of Lock Lomond. He reported that Loch Lomond has an expected deficit of \$70,000.00 by end of year; At an

HOA meeting, members agreed to change their current vendor to a less expensive vendor which will reduce the deficit by \$20,000.00. The Town Manager recommended helping residents by accepting the transfer of Loch Lomond with a \$20,000.00 deficit. In addition to this, Mayor Cid requested as a condition that the Town Manager draft a letter, signed by Loch Lomond, stating that the HOA agrees with the plan of the Town and County. Councilmember Daubert motioned to approve item 15E with the added condition. Mayor Cid seconded the motion and the motion passed, 6-0, with Councilmember Rodriguez absent.

F. Town Manager's Vacation

Councilmember Ruano motioned to accept the Town Manager's vacation for July 25th - August 11th, 2018. Vice Mayor Mingo seconded the motion and the motion passed unanimously by all present.

16. ATTORNEY'S REPORT:

A. Attorney's Report on Pending Litigation

Town Attorney, Raul Gastesi, reported on the Pizzi litigation. He also stated that there may be an additional Executive-Client session coming up. There is also discussion for a course of action on an individual whom is using the Town of Miami Lakes on social media accounts that do not belong to the Town.

ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 12:15 a.m.

Approved on this 1st day of May 2018.

Attest:

Manny Cid, Mayor

Gina M. Inganzo, Town Clerk

MINUTES
2025 Strategic Plan
Workshop
April 18, 2018
6:00 P.M.
Government Center
6601 Main Street
Miami Lakes, FL 33014

1. CALL TO ORDER:

The Mayor meeting began at 6:03 p.m.

Present at the workshop were: Mayor Manny Cid, Vice Mayor Frank Mingo, Councilmembers: Luis Collazo, Tim Daubert and Marilyn Ruano. Councilmember Ceasar Mestre arrived at 6:10 p.m. and Councilmember Nelson Rodriguez joined via Skype.

2. MOMENT OF SILENCE:

Councilmember Tim Daubert led the invocation.

3. PLEDGE OF ALLEGIANCE:

Deputy Town Manager led the Pledge of Allegiance.

4. PUBLIC COMMENTS:

There were no public comments.

5. ITEMS FOR DISCUSSION:

A. 2025 Strategic Plan Workshop

The Deputy Town Manager, Andrea Agha, gave a brief introduction to the outline for the proposed initiatives that will be part of the 2025 Strategic Plan.

Mayor Cid presented on his initiatives which include: Enhancing Mobility by Improving Pedestrian Mobility and Adding a P3 for a Proper Over Ground Pedestrian Connection on NW 67th Avenue. Achieving Better Communication, Transparency and Public Participation by increasing public participation through a yearly survey to obtain resident feedback, the Town Council brought to discussion different methods to conduct surveys. Expanding Economic Growth by increasing Town of Miami Lakes Brand Awareness and Preserving the Miami Lakes Town Seal and one Area in Town Containing Dairy Cows. The Town Council discussed incorporating the preservation of Madden's Hammock under this Preservation Strategic Plan. Another initiative proposed by Mayor Cid was Achieving

National Recognition as a 'Model Town' by Creating Miami Lakes Autism Charter School in Conjunction with Private Providers and Creating a Special Population Center for Developmentally Disabled Adults.

Councilmember Ruano presented her initiatives which included: Continuing to Achieve National Recognition as a 'Model Town' for Creativity, Education, Innovation, Use of Technology and Safety by having the Town of Miami Lakes Police Department Serving as Regularly Scheduled Additional Security at our Local Schools. Establishing an All-Inclusive Town through Autism Shines in Miami Lakes.

Councilmember Collazo presented his initiative which included: Enhancing Mobility by Improving Distribution of Traffic Flows (both spatially and timing) through Incorporating Adaptive Signalization on Wellness Way.

Community Wellness Intern, Jessica Roark, presented her initiative to Expand Economic Growth Enhance the Vibrancy of Community Hubs/Activity Centers by Improving the Health and Vitality of Residents of all Ages thru Sports and Wellness through a Healthy Miami Lakes Master Plan.

ADJOURNMENT:

There being no further business to come before the Council, the workshop adjourned at 7:58 p.m.

Approved on this 1st day of May 2018.

Manny Cid, Mayor

Attest:

Gina Inguanzo, Town Clerk

MINUTES
Sunshine Meeting
April 24, 2018
1:30 P.M.
WOW Center
11450 SW 79th Street, Miami, FL 33173

1. Meeting Start Time:

The Tour of the WOW Center began at 1:30 p.m. and in attendance were the following: Mayor Manny Cid, Councilmember Marilyn Ruano, Town Manager Alex Rey, Deputy Town Manager Andrea Agha, Chief of Operations Tony Lopez, and the WOW Center's Executive Board.

2. Business Requiring Board Action:

Miami Lakes representatives toured the WOW Center and discussed opportunities for partnerships to better serve the Miami Lakes Special Needs Community. WOW will be presenting a Proposal to Miami Lakes for Town Council consideration.

Adjournment:

There being no further business to come before the Board, the meeting adjourned at 3:15 P.M

Approved this 1st day of May 2018.

Manny Cid
Mayor

Attest:

Gina Inguanzo
Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Councilmembers
From: Alex Rey, Town Manager
Subject: Authorization to Piggyback City of Miami Beach Contract ITB 2018-034-ND for Fencing Services
Date: 5/1/2018

Recommendation:

It is recommended that the Town Council authorize a piggyback of the City of Miami Beach Contract ITB 2018-034-ND with Ronald Gibbons, Corp. in accordance with Section 7 of the Town's Procurement Ordinance 17-203 for purchases of fencing services on an as-needed basis in an amount not to exceed budgeted funds. Fencing services are typically less than \$20,000 per year.

Background:

The Town has several park facilities and small projects that have ongoing fence installation and repair needs. For the past five years, the Town had utilized another piggyback contract with the recommended vendor, Ronald Gibbons, Corp. ("Gibbons"), for these services, however that contract recently expired in March of 2018. The City of Miami Beach issued a new competitive solicitation for these services and awarded a new contract to Gibbons. Procurement conducted a market analysis to determine the best procurement methodology that would best suit the Town's needs. During its market research, Procurement examined three suitable contracts to piggyback from other governmental agencies. Of the contracts researched, a City of Miami Beach contract with Gibbons had the lowest pricing for all the fencing services the Town requires. The chart below contains the pricing for three (3) competitively bid contracts for vendors who provide fencing services in South Florida.

Category	U/M	Ronald Gibbons, Corp.	Gomez & Son Fence, Corp.	Investment, Inc. DBA Island Fence of Dade
4' Galvanized Chain Link Fence Up to 200'	LF	\$9.00	\$14.00	\$19.00
6' Galvanized Chain Link Fence Up to 200'	LF	\$12.50	\$22.00	\$25.00
8' Galvanized Chain Link Fence Up to 200'	LF	\$15.70	\$25.00	\$30.00
10' Galvanized Chain Link Fence Up to 200'	LF	\$19.95	\$35.00	\$35.00

After researching the options available to the Town, Procurement recommends piggybacking the Miami Beach contract ITB 2018-034-ND under Section 7 of Ordinance 17-203, as it will satisfy our needs effectively, while minimizing administrative costs associated with issuing a separate solicitation. In addition, the Town was satisfied with the past performance of the vendor. Gibbons agreed to provide services to the Town in accordance with their contract with the City of Miami Beach. The referenced City of Miami Beach Contract ITB 2018-034-ND for Fencing Services is valid through March 21, 2021.

ATTACHMENTS:

Description
Contract
Resolution



Agreement

I. Parties

This Agreement, 2018-26 is made this ____ day of _____, **2018**, by and between **Ronald Gibbons, Corp. ("Contractor")**, located at 19821 NW 2nd Avenue #392 Miami Gardens, Florida 33169 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of fencing services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with the City of Miami Beach ITB 2018-034-ND Fencing Services, dated March 21, 2018, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Ordinance 17-203, will enter into an agreement with Contractor, in accordance with the terms of ITB 2018-034-ND Fencing Services, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of fencing services to the Town in accordance with the terms of the above referenced ITB 2018-034-ND Fencing Services. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the ITB 2018-034-ND Fencing Services:

1. CONTRACT NUMBER

The Town of Miami Lakes' Fencing Services will be referenced as Contract #2018-26.

EFFECTIVE DATE

Month _____ Day _____ of 2018



2. SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

3. INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

4. INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.



5. REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Tony Lopez, Chief of Operations
(305) 364-6100 ext. 1130 lopezt@miamilakes-fl.gov

The point of contact for **Ronald Gibbons, Corp.** shall be:

Name: _____, email: _____

Title: _____, phone: _____

Ronald Gibbons, Corp.

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, **Ronald Gibbons, Corp. ("Gibbons")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
City of Miami Beach Contract ITB 2018-034-ND



CITY OF MIAMI BEACH **CERTIFICATION OF CONTRACT**

TITLE: For Fencing Services

CONTRACT NO.: ITB 2018-034-ND

EFFECTIVE DATE(S): This Contract shall remain in effect for a period of three (3) years from date of execution by the Mayor and City Clerk of the City of Miami Beach, and may be extended at the sole discretion of the City, through its City Manager, for two (2) additional (1) year terms.

SUPERSEDES: ITB 40-11/12

CONTRACTOR(S): Ronald Gibbons Corp.

ESTIMATED ANNUAL CONTRACT AMOUNT: \$40,000.00

- A. AUTHORITY - Upon affirmative action taken by the Mayor and City Commission of the City of Miami Beach, Florida ("City"), on February 14, 2018, approving the award of this Contract, and upon execution thereof by the City and Ronald Gibbons Corp., a Florida corporation (the "Contractor").
- B. EFFECT - This Contract is entered into to provide for Fencing Services pursuant to City Invitation to Bid No. ITB 2018-034-ND and any addenda thereto (the ITB), and Contractor's bid in response thereto (this Contract, the ITB, and Contractor's bid in response thereto may hereinafter collectively be referred to as the "Contract Documents").
- C. ORDERING INSTRUCTIONS - All blanket purchase orders shall be issued in accordance with the City of Miami Beach Department of Procurement Management policies and procedures, at the prices indicated, exclusive of all Federal, State and local taxes. All blanket purchase orders shall show the City of Miami Beach Contract Number 2018-034-ND.
- D. CONTRACTOR PERFORMANCE - City of Miami Beach departments shall report any failure of Contractor's performance (or failure to perform) according to the requirements of the Contract Documents to City of Miami Beach, Jose Del Risco, Assistant Director/Parks Administrator at 305-673-7000 ext. 6276.
- E. INSURANCE CERTIFICATE(S) - The Contractor shall file Insurance Certificates, as required, which must be signed by a Registered Insurance Agent licensed in the State of Florida, and approved by the City of Miami Beach Risk Manager, prior to delivery of supplies and/or commencement of any services/work by Contractor.
- F. ASSIGNMENT AND PERFORMANCE - Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by Contractor without the prior written consent of the City. In addition, Contractor shall not subcontract delivery of supplies, or

any portion of work and/or services required by the Contract Documents without the prior written consent of the City.

Contractor warrants and represents that all persons providing/performing any supplies, work, and/or services required by the Contract Documents have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently provide/perform same, or services to City's satisfaction, for the agreed compensation.

Contractor shall provide/perform the supplies, work, and/or services required under the Contract Documents in a skillful and respectable manner. The quality of the Contractor's performance and all interim and final product(s) and /or work provided to or on behalf of City shall be comparable to the best local and national standards.

- G. SERVICE EXCELLENCE STANDARDS – Excellent Customer Service is the standard of the City of Miami Beach. As a Contractor of the City, Contractor will be required to conduct itself in a professional, courteous and ethical manner, and at all times adhere to the City's Service Excellence standards. Training will be provided by the City's Organizational Development and Training Specialist.
- H. PUBLIC ENTITY CRIMES – Contractor acknowledges that the provisions of the Public Entity Crimes Act, Section 287.133, Florida Statutes, shall apply to this Contract, which statute provides, in pertinent part, that a person or affiliate who is a contractor, consultant or other provider, 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 the City, may not submit a bid on a contract with the City for the construction or repair of a public building or public work, may not submit bids on leases of real property to the City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City, and may not transact any business with the City in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Contract and may result in Contractor debarment.
- I. INDEPENDENT CONTRACTOR - Contractor is an independent contractor under this Contract. Supplies, work, and/or services, provided by Contractor pursuant to the Contract Documents shall be subject to the supervision of Contractor. In providing such supplies, work, and/or services, neither Contractor nor its agents shall act as officers, employees, or agents of the City. This Contract shall not constitute or make the parties a partnership or joint venture.
- J. THIRD PARTY BENEFICIARIES - Neither Contractor nor City intends to directly or substantially benefit a third party by this Contract and/or the Contract Documents. Therefore, the parties agree that there are no third party beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract and/or the Contract Documents. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract and/or the Contract Documents.

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

For City:

Jose Del Risco
City of Miami Beach
Department of Parks and Recreation
1701 Meridian Avenue, 4th Floor
Miami Beach, Florida 33139

With copies to:

City Clerk
City Clerk Office
1700 Convention Center Drive
Miami Beach, Florida 33139

For Contractor:

Ronald Gibbons, Corp
19821 NW 2 Avenue# 392
Miami Gardens, Florida 33169
Attn: Ronald Gibbons
Phone: 305-652-5845
Fax: N/A
E-mail: rmginc.est@comcast.net

- L. MATERIALITY AND WAIVER OF BREACH - City and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of this Contract and, therefore, is a material term hereof.

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

- M. SEVERANCE - In the event a portion of this Contract and/or the Contract Documents is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless City or Contractor elects to terminate this Contract. An election to terminate this Contract based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

- N. APPLICABLE LAW AND VENUE - This Contract and/or the Contract Documents shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. **By entering into this Contract, Contractor and City hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Contract and/or the Contract Documents. Contractor, shall specifically bind all subcontractors to the provisions of this Contract and the Contract Documents.**
- O. AMENDMENTS - No modification, amendment, or alteration in the terms or conditions contained herein, or in the Contract Documents, shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the City and Contractor.
- P. This Contract shall not be effective until all bonds and insurance(s) required under the Contract Documents have been submitted to, and approved by, the City's Risk Manager.
- Q. The ITB and Contractor's bid in response thereto, are attached to this Contract and are hereby adopted by reference and incorporated herein as if fully set forth in this Contract. Accordingly, Contractor agrees to abide by and be bound by any and all of the documents incorporated by the Contract Documents. Where there is a conflict between any provision set forth within (i) this Contract; (ii) the ITB; and /or (iii) Contractor's bid in response thereto, the more stringent provision (as enforced by the City) shall prevail.
- R. Contractor shall have no entitlement to perform any services hereunder, or to be compensated for any services, unless set forth in a written Purchase Order.

IN WITNESS WHEREOF the City and Contractor have caused this Certification of Contract to be signed and attested on this 21 day of MARCH, 2018 by their respective duly authorized representatives.

Mr RONALD
~~ROLAND~~ GIBBONS CORP

CITY OF MIAMI BEACH

By [Signature]
President/ Signature
RONALD M. GIBBONS
Print Name

By [Signature]
Mayor

ATTEST:
[Signature]
Secretary/ Signature
RONALD M. GIBBONS
Print Name

ATTEST:
[Signature]
Rafael E. Granado, City Clerk
3/21/18
Date

3-15-18
Date



[Signature] 3/1/18
City Attorney Date

ATTACHMENT A

**RESOLUTION COMMISSION ITEMS AND COMMISSION
MEMORANDUM**

Competitive Bid Reports - C2 A

MIAMI BEACH

COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission
FROM: Jimmy L. Morales, City Manager
DATE: February 14, 2018

SUBJECT: REQUEST FOR APPROVAL TO AWARD A CONTRACT PURSUANT TO INVITATION TO BID (ITB) NO. 2018-034-ND FOR FENCING SERVICES.

RECOMMENDATION

The Administration recommends that the Mayor and City Commission of the City of Miami Beach, Florida to approve the City Manager's recommendation pertaining to the bids received, pursuant to ITB 2018-034-ND for Fencing Services.

ANALYSIS

On September 12, 2012, the City Commission approved the award of a contract, pursuant to Invitation to Bid (ITB) No. 40-11/12 for Fencing Services for Various City Departments. In order to complete a successor agreement, on December 15, 2017, the City issued ITB No. 2018-034-ND for fencing services. The scope of work under this ITB consists of providing fencing services to the Public Works, Property Management, Parks and Recreation, and other City Departments as needed.

ITB PROCESS

ITB No. 2018-034-ND was issued on December 15, 2017, with bid opening date of January 19, 2018. One addendum was issued. The Procurement Department issued bid notices to 111 companies utilizing www.publicpurchase.com. 39 prospective bidders accessed the advertised solicitation. The notices resulted in the receipt of two (2) responses from: Ronald Gibbons Corp. and Paldama Investment Inc. dba Island Fence of Dade ("Paldama"). See tabulation sheet (Attachment A).

In its due diligence, the Procurement Department found that Ronald Gibbons Corp. and Paldama met the requirements of the ITB, including:

1. Prospective bidders must be State of Florida Certified or a Miami Dade County Licensed General Contractor or Registered Specialty Contractor for fencing services (and maintain same throughout the duration of the contract).

Ronald Gibbons Corp. and Paldama are Miami Dade County Registered Specialty Contractors for fencing services.

Ronald Gibbons Corp., since 2012, is an incumbent on the City's current contract currently providing fencing services to the City. To date the department utilizing the services of Ronald Gibbons Corp. are satisfied with the service being provided.

Paldama Investment Inc. was established in 1969 and has provided fencing services to various entities including the City of West Palm Beach, City of Miami Gardens, City of Miami Springs, City of Hialeah, and City of Hialeah Gardens. References indicate satisfaction with the services provided.

Accordingly, Ronald Gibbons Corp. and Paldama, have been deemed responsive, responsible bidders meeting all terms, conditions, and specifications of the ITB and are recommended for award. Since the ITB is a line item contract on a per project basis, project pricing will vary depending on the requirements of each project. At the time a project is identified, the lowest price contractor for the project will be selected.

CONCLUSION

After considering staff's recommendation and the bids received, pursuant to ITB 2018-034-ND, the City Manager recommends that the Mayor and City Commission of the City of Miami Beach, Florida, approve the award of a contract to Ronald Gibbons Corp. and Paldama Investment Inc. dba Island Fence of Dade, as responsive, responsible bidders to the ITB; and further authorize the Mayor and City Clerk to execute the contract.

FINANCIAL INFORMATION

Grant funding will not be utilized for this project. Funding associated with fencing services is subject to funds availability approved through the City's budgeting process, including the Capital Renewal and Replacement budget.

Legislative Tracking

Parks and Recreation/Property Management/Procurement

ATTACHMENTS:

Description

- Attachment A -- Tabulation

ATTACHMENT A

			Investment, Inc. DBA Island Fence of Dade	Ronald Gibbons Corp.
Group I - FURNISH AND INSTALL CHAIN LINK FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
GALVANIZED CHAIN LINK FENCE				
1	4' high			
1a	Up to 250'	Linear Feet	\$19.00	\$9.00
1b	Over 250'	Linear Feet	\$18.00	\$9.00
2	5' high			
2a	Up to 250'	Linear Feet	\$22.00	\$9.25
2b	Over 250'	Linear Feet	\$21.00	\$9.10
3	6' high			
3a	Up to 250'	Linear Feet	\$25.00	\$12.50
3b	Over 250'	Linear Feet	\$24.00	\$12.30
4	8' high			
4a	Up to 250'	Linear Feet	\$30.00	\$15.70
4b	Over 250'	Linear Feet	\$29.00	\$15.95
5	10' high			
5a	Up to 250'	Linear Feet	\$35.00	\$19.95
5b	Over 250'	Linear Feet	\$34.00	\$18.95
6	12' high			
6a	Up to 250'	Linear Feet	\$42.00	\$23.00
6b	Over 250'	Linear Feet	\$40.00	\$22.50
CHAIN LINK GATES ALL GALVANIZED				
7	4' high x 4' wide	Each	\$250.00	\$140.00
8	4' high x 6' wide	Each	\$375.00	\$150.00
9	4' high x 8' wide	Each	\$500.00	\$160.00
10	5' high x 4' wide	Each	\$315.00	\$160.00
11	5' high x 6' wide	Each	\$470.00	\$170.00
12	5' high x 8' wide	Each	\$625.00	\$180.00
13	6' high x 4' wide	Each	\$375.00	\$240.00
14	6' high x 6' wide	Each	\$565.00	\$260.00
15	6' high x 8' wide	Each	\$750.00	\$280.00
16	6' high x 10' wide	Each	\$940.00	\$290.00
17	6' high x 12' wide	Each	\$1,130.00	\$310.00
18	8' high	Linear Feet	\$125.00	\$36.00
19	10' high	Linear Feet	\$155.00	\$45.00
20	12' high	Linear Feet	\$185.00	\$54.00
END/CORNER POST				
21	4'	Each	\$120.00	\$20.00
22	5'	Each	\$125.00	\$20.00
23	6'	Each	\$150.00	\$75.00
24	7'	Each	\$185.00	\$20.00
25	8'	Each	\$195.00	\$100.00
26	9'	Each	\$225.00	\$10.00
27	10'	Each	\$235.00	\$120.00
28	11'	Each	\$255.00	\$45.00
29	12'	Each	\$265.00	\$120.00
VINYL COATED CHAIN LINK FENCE				
30	4' high			

ATTACHMENT A

30a	Up to 250'	Linear Feet	\$22.00	\$10.00
30b	Over 250'	Linear Feet	\$21.00	\$10.90
31	5' high			
31a	Up to 250'	Linear Feet	\$25.00	\$11.00
31b	Over 250'	Linear Feet	\$24.00	\$10.50
32	6' high			
32a	Up to 250'	Linear Feet	\$30.00	\$15.00
32b	Over 250'	Linear Feet	\$29.00	\$14.30
33	8' high			
33a	Up to 250'	Linear Feet	\$35.00	\$19.90
33b	Over 250'	Linear Feet	\$34.00	\$19.00
34	10' high			
34a	Up to 250'	Linear Feet	\$41.00	\$26.50
34b	Over 250'	Linear Feet	\$40.00	\$25.50
35	12' high			
35a	Up to 250'	Linear Feet	\$51.00	\$28.50
35b	Over 250'	Linear Feet	\$49.00	\$28.00
CHAIN LINK GATES ALL VINYL COATED				
36	4' high x 4' wide	Each	\$315.00	\$150.00
37	4' high x 6' wide	Each	\$470.00	\$170.00
38	4' high x 8' wide	Each	\$630.00	\$180.00
39	5' high x 4' wide	Each	\$390.00	\$210.00
40	5' high x 6' wide	Each	\$590.00	\$220.00
41	5' high x 8' wide	Each	\$780.00	\$230.00
42	6' high x 4' wide	Each	\$470.00	\$235.00
43	6' high x 6' wide	Each	\$710.00	\$200.00
44	6' high x 8' wide	Each	\$940.00	\$210.00
45	6' high x 10' wide	Each	\$1,180.00	\$240.00
46	6' high x 12' wide	Each	\$1,420.00	\$260.00
47	8' high	Linear Feet	\$155.00	\$70.00
48	10' high	Linear Feet	\$195.00	\$80.00
49	12' high	Linear Feet	\$235.00	\$88.00
END/CORNER POST				
50	4'	Each	\$135.00	\$20.00
51	5'	Each	\$145.00	\$20.00
52	6'	Each	\$185.00	\$90.00
53	7'	Each	\$220.00	\$20.00
54	8'	Each	\$230.00	\$115.00
55	9'	Each	\$270.00	\$10.00
56	10'	Each	\$280.00	\$135.00
57	11'	Each	\$330.00	\$40.00
58	12'	Each	\$340.00	\$155.00
WIND SCREEN BLUE OR GREEN 75% BLOCK				
59	6' high	Linear Feet	\$3.75	\$3.50
60	9' high	Linear Feet	\$7.50	\$7.80
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH				
61	Under 250'	Linear Feet	\$5.00	\$4.00
62	Over 250'	Linear Feet	\$4.00	\$3.00
GROUP I - TOTAL			\$19,890.25	\$6,567.60

Minimum Order Service Charge for orders less than \$500

N/A

\$400.00

ATTACHMENT A

Group II - FURNISH AND INSTALL TEMPORARY CHAIN LINK FENCE GALVANIZED				
Item	Description	U/M	Unit Cost	Unit Cost
TEMPORARY CHAIN LINK FENCE GALVANIZED				
1	6' high	Linear Feet	\$7.50	\$3.50
2	8' high	Linear Feet	\$9.75	\$5.50
TEMPORARY DOUBLE GATES AND SINGLE GATES				
3	6'x6' single gate	Each	\$410.00	\$80.00
4	6'x20' double gate	Each	\$1,300.00	\$200.00
5	8'x6' single gate	Each	\$750.00	\$100.00
6	8'x20' double gate	Each	\$1,800.00	\$300.00
GROUP II - TOTAL			\$4,277.25	\$689.00
Minimum Order Service Charge for orders less than \$500			N/A	\$400.00

Group III - FURNISH AND INSTALL BOLLARDS				
Item	Description	U/M	Unit Cost	Unit Cost
STATIONARY BOLLARD POSTS				
1	24"H x 4" Round	Each	\$205.00	\$160.00
2	36"H x 4" Round	Each	\$245.00	\$240.00
3	42"H x 4" Round	Each	\$270.00	\$280.00
4	24"H x 5" Round	Each	\$325.00	\$250.00
5	36"H x 5" Round	Each	\$390.00	\$300.00
6	42"H x 5" Round	Each	\$420.00	\$325.00
7	24"H x 6" Round	Each	\$310.00	\$260.00
8	36"H x 6" Round	Each	\$375.00	\$312.00
9	42"H x 6" Round	Each	\$405.00	\$338.00
REMOVABLE BOLLARD WITH BOTTOM SLEEVE				
10	24"H x 4" Round	Each	\$405.00	\$320.00
11	36"H x 4" Round	Each	\$445.00	\$480.00
12	42"H x 4" Round	Each	\$470.00	\$560.00
13	24"H x 5" Round	Each	\$575.00	\$500.00
14	36"H x 5" Round	Each	\$640.00	\$600.00
15	42"H x 5" Round	Each	\$670.00	\$650.00
16	24"H x 6" Round	Each	\$610.00	\$520.00
17	36"H x 6" Round	Each	\$675.00	\$624.00
18	42"H x 6" Round	Each	\$705.00	\$676.00
GROUP III - TOTAL			\$8,140.00	\$7,395.00
Minimum Order Service Charge for orders less than \$500			N/A	\$480.00

Group IV - CORE DRILLING UP TO 12" THICK SLAB				
Item	Description	U/M	Unit Cost	Unit Cost
1	2" Hole	Each	\$40.00	\$10.00
2	3" Hole	Each	\$55.00	\$12.00
3	4" Hole	Each	\$60.00	\$14.00
4	6" Hole	Each	\$95.00	\$20.00
5	8" Hole	Each	\$110.00	\$45.00
GROUP IV - TOTAL			\$360.00	\$101.00
Minimum Order Service Charge for orders less than \$500			N/A	\$500.00

Paldama Investment, Inc. DBA Island Fence of Dade	Ronald Gibbons Corp.
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Group V - MISCELLANEOUS ON SITE WELDING GALVANIZED, ALUMINUM, OR STEEL					
Item	Description	Annual Estimated Quantity	U/M	Unit Cost	Unit Cost
1	2" Hole	100	Hourly Rate	\$190.00	\$40.00
2	3" Hole	100	Hourly Rate	\$220.00	\$50.00
GROUP V - TOTAL				\$410.00	\$90.00
Minimum Order Service Charge for orders less than \$500				N/A	\$420.00

ATTACHMENT A

Group VI - FURNISH AND INSTALL CHAIN LINK FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
ALUMINUM PICKET FENCE				
1	4' high			
1a	Up to 250'	Linear Feet	\$46.00	\$28.00
1b	Over 250'	Linear Feet	\$42.00	\$25.00
2	5' high			
2a	Up to 250'	Linear Feet	\$55.00	\$32.00
2b	Over 250'	Linear Feet	\$52.00	\$28.50
3	6' high			
3a	Up to 250'	Linear Feet	\$59.00	\$39.50
3b	Over 250'	Linear Feet	\$56.00	\$39.00
4	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$4.00	\$2.00
ALUMINUM SWING GATES				
5	4' high	Linear Feet	\$105.00	\$45.00
6	5' high	Linear Feet	\$130.00	\$45.00
7	6' high	Linear Feet	\$158.00	\$61.00
8	8' high	Linear Feet	\$230.00	\$74.00
9	10' high	Linear Feet	\$290.00	\$93.00
GALVANIZED PICKET FENCE				
10	4' high			
10a	Up to 250'	Linear Feet	\$41.00	\$25.00
10b	Over 250'	Linear Feet	\$39.00	\$24.00
11	5' high			
11a	Up to 250'	Linear Feet	\$51.00	\$27.00
11b	Over 250'	Linear Feet	\$49.00	\$26.50
12	6' high			
12a	Up to 250'	Linear Feet	\$55.00	\$48.00
12b	Over 250'	Linear Feet	\$53.00	\$46.00
13	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$4.00	\$2.00
GALVANIZED SWING GATES				
14	4' high	Linear Feet	\$96.00	\$40.00
15	5' high	Linear Feet	\$131.00	\$45.00
16	6' high	Linear Feet	\$150.00	\$72.00
17	8' high	Linear Feet	\$225.00	\$80.00
18	10' high	Linear Feet	\$275.00	\$90.00
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH				
19	Under 250'	Linear Feet	\$7.00	\$3.00
20	Over 250'	Linear Feet	\$6.00	\$3.00
GROUP VI - TOTAL			\$2,409.00	\$1,043.50
Minimum Order Service Charge for orders less than \$500			N/A	\$700.00

GROUP VII - FURNISH AND INSTALL WOOD FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
1	4' high			
1a	Up to 100'	Linear Feet	\$23.00	\$8.00
1b	Up to 200'	Linear Feet	\$22.00	\$7.00
1c	Over 200'	Linear Feet	\$21.00	\$6.00
2	6' high			
2a	Up to 100'	Linear Feet	\$26.00	\$19.00
2b	Up to 200'	Linear Feet	\$25.00	\$17.00
2c	Over 200'	Linear Feet	\$24.00	\$16.00
3	Additional cost for board to board or shadow box model	Linear Feet		\$2.00
SINGLE OR DOUBLE GATES				
4	4' high	Linear Feet	\$415.00	\$20.00
5	6' high	Linear Feet	\$515.00	\$30.00
6	Additional cost for board to board or shadow box model	Linear Feet		\$2.00
7	10' high	Linear Feet	\$760.00	\$35.00

ATTACHMENT A

FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH				
8	Under 250'	Linear Feet	\$7.00	\$5.00
9	Over 250'	Linear Feet	\$5.00	\$4.00
GROUP VII - TOTAL			\$1,843.00	\$171.00
Minimum Order Service Charge for orders less than \$500			N/A	\$700.00

GROUP VIII - FURNISH AND INSTALL SAND FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
1	50 Linear Feet Dunne Fence (rolls)			
1a	Up to 100	Roll	\$390.00	\$80.00
1b	Over 100	Roll	\$360.00	\$76.00
Sand fence installed onto 4"x4"x8' pressure treated woods posts				
2	Up to 5,000'	Linear Feet	\$26.00	\$7.00
3	Over 5,000'	Linear Feet	\$23.00	\$6.75
GROUP VIII - TOTAL			\$799.00	\$169.75
Minimum Order Service Charge for orders less than \$500			N/A	\$700.00

GROUP IX - FURNISH AND INSTALL PLASTIC FENCE				
Item	Description	U/M	Unit Cost	Unit Cost
1	4' high	Linear Feet	\$39.00	\$7.05
2	5' high	Linear Feet	\$43.00	\$8.82
3	6' high	Linear Feet	\$49.00	\$10.60
4	8' high	Linear Feet	\$64.00	\$17.90
5	10' high	Linear Feet	\$79.00	\$22.40
GROUP IX - TOTAL			\$274.00	\$66.77
Minimum Order Service Charge for orders less than \$500			N/A	\$700.00

GROUP X - MISCELLANEOUS WORK				
Item	Description	U/M	Unit Cost	Unit Cost
Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.				
1	4' high	Linear Feet	\$15.00	\$6.00
2	5' high	Linear Feet	\$17.00	\$7.00
3	6' high	Linear Feet	\$20.00	\$8.00
4	8' high	Linear Feet	\$25.00	\$9.00
5	10' high	Linear Feet	\$32.00	\$11.00
Pressure wash and spray paint existing aluminum or galvanized picket fences.				
6	4' high	Linear Feet	\$12.00	\$5.75
7	5' high	Linear Feet	\$14.00	\$6.75
8	6' high	Linear Feet	\$17.00	\$7.75
9	8' high	Linear Feet	\$23.00	\$8.75
10	10' high	Linear Feet	\$30.00	\$10.75
11	20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black). Cost includes all equipment, materials, supervision, labor, and delivery installed complete.			
11a	Every 10' (up to 100')	Each	\$460.00	\$290.00
11b	Every 10' (up to 300')	Each	\$440.00	\$285.00
11c	Every 10' (up to 500')	Each	\$420.00	\$280.00
12	Netting (Black) installed 20' high skirt system attached across each 10' post. Net material 3/8" rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as			
12a	10' across x 20' high (up to 100)	Linear Feet	\$200.00	\$115.00
12b	10' across x 20' high (up to 300)	Linear Feet	\$190.00	\$110.00
12c	10' across x 20' high (up to 500)	Linear Feet	\$180.00	\$105.00
GROUP X - TOTAL			\$2,095.00	\$1,265.75
Minimum Order Service Charge for orders less than \$500			N/A	\$850.00

GROUP XI - EMERGENCY WORK				
Item	Description	U/M	Unit Cost	Unit Cost
1	4' high	Linear Feet	\$10.00	\$1.50
2	5' high	Linear Feet	\$13.00	\$1.50

ATTACHMENT A

3	6' high	Linear Feet	\$15.00	\$2.50
4	8' high	Linear Feet	\$20.00	\$3.50
5	10' high	Linear Feet	\$25.00	\$4.50
6	12' high	Linear Feet	\$30.00	\$6.00
GROUP XI - TOTAL			\$113.00	\$19.50

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

Paidama Investment, Inc. DBA Island Fence of Dade	Ronald Gibbons Corp.
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GROUP XII TIME AND MATERIAL COSTS FOR ADDITIONAL GOODS OR SERVICES NOT SPECIFIED

					Total (Quantity_X_Unit _Cost)		Total (Quantity_X_Unit_Cost)
Item	Description	Annual Estimated Quantity	U/M	Unit Cost		Unit Cost	
1	Hourly Rate - Regular	75	Hourly Rate	\$85.00	\$6,375.00	\$60.00	\$4,500.00
2	Hourly Rate - Non Regular	500	Hourly Rate	\$90.00	\$45,000.00	\$80.00	\$40,000.00
SUB-TOTAL-LABOR					\$51,375.00		\$44,500.00
					Total Cost (Estimated Annual Cost_X_% Mark- up)		Total Cost (Estimated Annual Cost_X_% Mark-up)
Item	Description	Estimated Annual Cost		% Mark-up		% Mark-up	
3	Administrative Mark-up for Parts and Supplies	\$5,000		20%	\$1,000.00	25%	\$1,250.00
SUB-TOTAL-PARTS & SUPPLIES					\$1,000.00		\$1,250.00
GROUP XXI - GRANDTOTAL (ITEMS 1-3)					\$52,375.00		\$45,750.00

Minimum Order Service Charge for orders less than \$500 N/A \$700.00

ATTACHMENT B

**INVITATION TO BID (ITB)
AND ADDENDUMS**

MIAMI BEACH

Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, Florida 33139, www.miamibeachfl.gov, 305-673-7490

ADDENDUM NO. 1
INVITATION TO BID NO. 2018-034-ND
FENCING SERVICES
July 12, 2018

This Addendum to the above-referenced ITB is issued in response to clarifications and revisions issued by the City. The ITB is amended in the following particulars only (deletions are shown by strikethrough and additions are underlined).

1. RESPONSES TO QUESTIONS RECEIVED.

Q1: Is there an estimated budget established?

A1: The budgeted amounts are not available at this time and will be based on individual projects.

Q2: Is there an approximate start date for when work will begin?

A2: No, there is no approximate start date of when work will begin. Fencing services are provided on an "as needed" basis.

Q3: How does special orders time frame work?

A3: Do not understand question.

Q4: Define emergency.

A4: Please refer to Section 0200, Instructions to Bidders, Paragraph 40, Emergency Response Priority.

Q5: Are payment(s) to vendor net 30 days strict following completion and invoicing?

A5: As stipulated in Appendix D, Special Condition 7, invoices for payment will be submitted as inspections and/or repairs have been completed. Invoices will be subject to verification and approval by an authorized City representative. All work must be satisfactorily completed and approved prior to final approval for payment.

Q6: How will permit cost issue be resolved?

A6: Permit costs will be charged to the City separately from the unit price and will be reimbursed to the vendor. Proof of cost is required. The City will not reimburse any other fees to obtain the permit.

Q7: Please define minimal clearing of obstructions.

A7: As defined in Appendix D, Section 16, Clearing and Grubbing, minimal clearing and grubbing includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs, and other vegetation as required to

remove and replace existing fencing at original line and grade.

Q8: Does the vendor has a choice to opt out of any quote request?

A8: For emergency repairs and/or projects where site visits are mandatory, the City reserves the right to terminate a Contractor that is found non-responsive three (3) times within a fiscal year (October 1st to September 30th).

Q9: How will Engineers certification cost be resolved?

A9: Engineer certification costs will be charged to the City separately from the unit price and will be reimbursed to the vendor. Proof of cost is required.

Any questions regarding this Addendum should be submitted **in writing** to the Procurement Department to the attention of the individual named below, with a copy to the City Clerk's Office at RafaelGranado@miamibeachfl.gov.

Procurement Contact: Natalia Delgado	Telephone: 305-673-7000, ext. 6263	Email: nataliadelgado@miamibeachfl.gov
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Proposers are reminded to acknowledge receipt of this addendum as part of your ITB submission. Potential proposers that have elected not to submit a response to the ITB are requested to complete and return the "Notice to Prospective Bidders" questionnaire with the reason(s) for not submitting a proposal.

Sincerely,


Alex Denis
Procurement Director

MIAMIBEACH

INVITATION TO BID (ITB)

FENCING SERVICES

2018-034-ND

BID ISSUANCE DATE: DECEMBER 15, 2017

BID DUE: JANUARY 19, 2018 @ 3:00 PM

ISSUED BY:

MIAMIBEACH

NATALIA DELGADO, PROCUREMENT CONTRACTING OFFICER I
PROCUREMENT DEPARTMENT

1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139

305.673.7000 x6263 | nataliadelgado@miamibeachfl.gov | www.miamibeachfl.gov

TABLE OF CONTENTS

SOLICITATION SECTIONS:

PAGE

0100	NOT UTILIZED	N/A
0200	INSTRUCTIONS TO BIDDERS & GENERAL CONDITIONS.....	3
0300	BID SUBMITTAL INSTRUCTIONS & FORMAT.....	15

APPENDICES:

APPENDIX A	PROPOSAL CERTIFICATON, QUESTIONNAIRE AND AFFIDAVITS
APPENDIX B	"NO BID" FORM
APPENDIX C	MINIMUM REQUIREMENTS & SPECIFICATIONS
APPENDIX D	SPECIAL CONDITIONS
APPENDIX E	COST PROPOSAL FORM
APPENDIX F	INSURANCE REQUIREMENTS

SECTION 0200**INSTRUCTIONS TO BIDDERS****1. GENERAL.**

This Invitation to Bid (ITB) is issued by the City of Miami Beach, Florida (the "City"), as the means for prospective Proposers to submit their qualifications, proposed scopes of work and cost proposals (the "bid") to the City for the City's consideration as an option in achieving the required scope of services and requirements as noted herein. All documents released in connection with this solicitation, including all appendixes and addenda, whether included herein or released under separate cover, comprise the solicitation, and are complementary to one another and together establish the complete terms, conditions and obligations of the Proposers and, subsequently, the successful Bidders(s) (the "contractor[s]") if this ITB results in an award.

The City utilizes **PublicPurchase** (www.publicpurchase.com) for automatic notification of competitive solicitation opportunities and document fulfillment, including the issuance of any addendum to this ITB. Any prospective Bidder who has received this ITB by any means other than through **PublicPurchase** must register immediately with **PublicPurchase** to assure it receives any addendum issued to this ITB. **Failure to receive an addendum may result in disqualification of proposal submitted.**

2. PURPOSE.

The City is seeking bids from qualified fencing contractors to furnish and install various types of fencing, including but not limited to chain link, picket, wood, and plastic on an "as needed" basis as specified herein and, more specifically, in Appendix C. Interested firms may submit a bid response for: 1) Group 1 through 11, as applicable (fixed price for standard fencing items), or 2) projects awarded on a time and material basis (See Special Condition 5); or both.

Award of this contract will be made to the lowest priced responsive, responsible bidders on a group-by-group basis. The bidders to whom award is made under this solicitation shall also be deemed to be thereby pre-qualified to participate in periodic work assignments that are identified by the City on an as-needed basis (See Special Condition 3 and 4).

3. SOLICITATION TIMETABLE. The tentative schedule for this solicitation is as follows:

ITB Issued	December 15, 2017
Pre-Bid Meeting	December 28, 2017 @ 9:00 a.m. (EST)
Deadline for Receipt of Questions	January 9, 2018
Responses Due	January 19, 2018 @ 3:00 p.m. (EST)
Tentative Commission Approval Authorizing Award	TBD

4. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Natalia Delgado

Telephone:
305-673-7000 x6263

Email:
nataliadelgado@miamibeachfl.gov

Additionally, the City Clerk is to be copied on all communications via e-mail at: RafaelGranado@miamibeachfl.gov; or via facsimile: 786-394-4188.

The Bid title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than seven (7) calendar days prior to the date proposals are due as scheduled in Section 0200-3. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

4. PRE-BID MEETING OR SITE VISIT(S). Only if deemed necessary by the City, a pre-bid meeting or site visit(s) may be scheduled.

A Pre-Bid conference will be held as scheduled in Solicitation Timeline above at the following address:

**City of Miami Beach
Procurement Department
Conference Room
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139**

Attendance (in person or via telephone) is encouraged and recommended as a source of information, but is not mandatory. Proposers interested in participating in the Pre-Bid Submission Meeting via telephone must follow these steps:

- (1) Dial the TELEPHONE NUMBER: 1- 888-270-9936 (Toll-free North America)
- (2) Enter the MEETING NUMBER: 9415468

Proposers who are interested in participating via telephone should send an e-mail to the contact person listed in this ITB expressing their intent to participate via telephone.

5. PRE-BID INTERPRETATIONS. Oral information or responses to questions received by prospective Bidders are not binding on the City and will be without legal effect, including any information received at pre-bid meeting or site visit(s). Only questions answered by written addenda will be binding and may supersede terms noted in this solicitation. Addendum will be released through *PublicPurchase*.

6. CONE OF SILENCE. Pursuant to Section 2-486 of the City Code, all procurement solicitations once advertised and until an award recommendation has been forwarded to the City Commission by the City Manager are under the "Cone of Silence." The Cone of Silence ordinance is available at <http://library.municode.com/index.aspx?clientId=13097&stateID=9&statename=Florida>. Any communication or inquiry in reference to this solicitation with any City employee or City official is strictly prohibited with the of exception communications with the Procurement Director, or his/her administrative staff responsible for administering the procurement process for this solicitation providing said communication is limited to matters of process or procedure regarding the solicitation. Communications regarding this solicitation are to be submitted in writing to the Procurement Contact named herein with a copy to the City Clerk at rafaelgranado@miamibeachfl.gov.

7. SPECIAL NOTICES. You are hereby advised that this solicitation is subject to the following ordinances/resolutions, which may be found on the City Of Miami Beach website: <http://web.miamibeachfl.gov/procurement/scroll.aspx?id=79113>

- CONE OF SILENCE..... CITY CODE SECTION 2-486
- PROTEST PROCEDURES..... CITY CODE SECTION 2-371
- DEBARMENT PROCEEDINGS..... CITY CODE SECTIONS 2-397 THROUGH 2-485.3
- LOBBYIST REGISTRATION AND DISCLOSURE OF FEES..... CITY CODE SECTIONS 2-481 THROUGH 2-406
- CAMPAIGN CONTRIBUTIONS BY VENDORS..... CITY CODE SECTION 2-487
- CAMPAIGN CONTRIBUTIONS BY LOBBYISTS ON PROCUREMENT ISSUES..... CITY CODE SECTION 2-488
- REQUIREMENT FOR CITY CONTRACTORS TO PROVIDE EQUAL BENEFITS FOR DOMESTIC PARTNERS..... CITY CODE SECTION 2-373
- LIVING WAGE REQUIREMENT..... CITY CODE SECTIONS 2-407 THROUGH 2-410

MIAMI BEACH

- PREFERENCE FOR FLORIDA SMALL BUSINESSES OWNED AND CONTROLLED BY VETERANS AND TO STATE-CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISES..... CITY CODE SECTION 2-374
- FALSE CLAIMS ORDINANCE..... CITY CODE SECTION 70-300
- ACCEPTANCE OF GIFTS, FAVORS & SERVICES..... CITY CODE SECTION 2-449

8. EXAMINATION OF SOLICITATION DOCUMENTS AND SITE: It is the responsibility of each Bidder, before submitting a Bid, to:

- Examine the solicitation thoroughly.
- Visit the site or structure, as applicable, to become familiar with conditions that may affect costs, progress, performance or furnishing of the Work.
- Take into account federal, state and local (City and Miami-Dade County) laws, regulations, permits, and ordinances that may affect costs, progress, performance, furnishing of the Work, or award.
- Study and carefully correlate Bidder's observations with the solicitation.
- Notify the Procurement Director of all conflicts, errors or discrepancies in the solicitation of which Bidder knows or reasonably should have known.
- The submission of a Bid shall constitute an incontrovertible representation by Bidder that Bidder has complied with the above requirements and that without exception, the Bid is premised upon performing and furnishing the Work required by the solicitation and that the solicitation documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

9. POSTPONEMENT OF DUE DATE FOR RECEIPT OF BIDS. The City reserves the right to postpone the deadline for submittal of bids and will make a reasonable effort to give at least three (3) calendar days written notice of any such postponement to all prospective Bidders through *PublicPurchase*.

10. PROTESTS. Protests concerning the specifications, requirements, and/or terms; or protests after the bid due date in accordance with City Code Section 2-371, which establishes procedures for protested proposals and proposed awards. **Protests not submitted in a timely manner pursuant to the requirements of City Code Section 2-371 shall be barred.**

11. VETERAN BUSINESS ENTERPRISES PREFERENCE. Pursuant to City of Miami Beach Ordinance No. 2011-3748, the City shall give a preference to a responsive and responsible bidder which is a small business concern owned and controlled by a veteran(s) or which is a service-disabled veteran business enterprise, and which is within five percent (5%) of the lowest and best bidder, by providing such bidder an opportunity of providing said goods or contractual services for the lowest responsive bid amount. Whenever, as a result of the foregoing preference, the adjusted prices of two (2) or more bidders which are a small business concern owned and controlled by a veteran(s) or a service-disabled veteran business enterprise constitute the lowest bid pursuant to an ITB or oral or written request for quotation, and such bids are responsive, responsible and otherwise equal with respect to quality and service, then the award shall be made to the service-disabled veteran business enterprise.

12. CONTRACT PRICE. Bid Price is to include the furnishing of all labor, materials, equipment including tools, services, permit fees, applicable taxes, overhead and profit for the completion of the Work except as may be otherwise expressly provided in the solicitation.

13. METHOD OF AWARD. Following the review of bids and application of vendor preferences, the lowest responsive, responsible bidder(s) meeting all terms, conditions, and specifications of the ITB will be recommended for award by bid item, bid group, or for the entirety of all bid items, as deemed in the best interest of the City, to the City Manager for his consideration. After considering the staff recommendation for award, the City Manager shall

MIAMI BEACH

exercise his due diligence and recommend to the Mayor and City Commission the bid that the City Manager deems to be in the best interest of the City. The City Commission shall consider the City Manager's recommendation(s) and, may approve or reject the City Manager's recommendation(s). The City Commission may also reject all bids received. In determining the lowest and best bidder, and in addition to price, Section 2-369 of the City Code provides that the City may consider the following:

- **The ability, capacity and skill of the bidder to perform the Contract.**
- **Whether the bidder can perform the Contract within the time specified, without delay or interference.**
- **The character, integrity, reputation, judgment, experience and efficiency of the bidder.**
- **The quality of performance of previous contracts.**
- **The previous and existing compliance by the bidder with laws and ordinances relating to the Contract.**

14. MULTIPLE AWARD. The City may award two or more vendors (primary, secondary, tertiary, or higher), as available, by line item, by group or in its entirety, beginning with lowest, responsive, responsible bidder (primary), followed by the second lowest, responsive, responsible bidder (secondary), and continuing with other responsive, responsible bidders in order of next best cost. The City will endeavor to utilize vendors in order of award. However, the City may utilize other vendors in the event that: 1) a contract vendor is not or is unable to be in compliance with any contract or delivery requirement; 2) it is in the best interest of the City to do so regardless of reason.

15. BINDING CONTRACT. The signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon award of the bid by the City Commission. The City Commission's selection or approval of the City Manager's recommendation shall constitute a binding Contract between the City and the awarded bidder(s). The Contract shall include the solicitation, any and all addenda issued by the City and the Bid Proposal submitted by the bidder. In any discrepancy between the documents, the order of preference shall be as follows: 1) Addendum in reverse order of release; 2) Solicitation; 3) Bid Proposal. In case of default on the part of the successful bidder, the City may procure the items or services from other sources and hold the bidder responsible for any excess cost occasioned or incurred thereby.

16. VOLUME OF WORK TO BE RECEIVED BY CONTRACTOR. It is the intent of the City to purchase the goods and services specifically listed in this solicitation from the contractor. However, the City reserves the right to purchase any goods or services awarded from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

17. GENERAL TERMS AND CONDITIONS. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the City, or the compensation to be paid to the Bidder.

18. ACCEPTANCE OR REJECTION OF BIDS. The City reserves the right to reject any or all bids prior to award. Reasonable efforts will be made to either award the Contract or reject all bids within one-hundred twenty (120) calendar days after bid opening date. A Bidder may not withdraw its bid unilaterally nor change the Contract Price before the expiration of one hundred and twenty (120) calendar days from the date of bid opening. A Bidder may withdraw its bid after the expiration of one hundred twenty (120) calendar days from the date of bid opening by delivering written notice of withdrawal to the Procurement Department prior to award of the Bid by the Mayor and City Commission.

19. ALTERNATE RESPONSES MAY BE CONSIDERED. The City may consider one (1) alternate response from the same Bidder for the same formal solicitation; provided, that the alternate response offers a different product that

MIAMI BEACH

meets or exceeds the formal solicitation requirements. In order for the City to consider an alternate response, the Bidder shall complete a separate Price Sheet form and shall mark "Alternate Response". Alternate response shall be placed in the same response. This provision only applies to formal solicitations for the procurement of goods, services, items, equipment, materials, and/or supplies.

20. AMERICAN WITH DISABILITIES ACT. To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any city-sponsored proceeding, please contact 305-604-2489 (voice), 305-673-7524 (fax) or 305-673-7218 (TTY) five days in advance to initiate your request. TTY users may also call 711 (Florida Relay Service).

21. NON-DISCRIMINATION. The bidder certifies that it is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. In accordance with the City's Human Rights Ordinance, codified in Chapter 62 of the City Code, Proposer shall prohibit discrimination by reason of race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, and age or disability.

22. ASSIGNMENT. The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the City.

23. AUDIT RIGHTS AND RECORDS RETENTION. The Successful Bidder agrees to provide access at all reasonable times to the City, or to any of its duly authorized representatives, to any books, documents, papers and records of Contractor which are directly pertinent to this formal solicitation, for the purpose of audit, examination, excerpts, and transcriptions. The Successful Bidder shall maintain and retain any and all of the books, documents, papers and records pertinent to the Contract for three (3) years after the City makes final payment and all other pending matters are closed. Contractor's failure to or refusal to comply with this condition shall result in the immediate cancellation of this contract by the City.

24. BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE. Bid Bonds, when required, shall be submitted with the bid in the amount specified in the Special Conditions. After acceptance of the bid, the City will notify the successful bidder to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

25. BILLING INSTRUCTIONS. Invoices, unless otherwise indicated, must show purchase order numbers and shall be submitted to the ordering City department.

26. CANCELLATION. In the event any of the provisions of this Bid are violated by the bidder, the City shall give written notice to the bidder stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the City's notice, the City, through its City Manager, may declare the contract in default and terminate same, without further notice required to the bidder. Notwithstanding the preceding, the City, through its City Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the City, upon the giving of thirty (30) days prior written notice to the bidder.

27. CITY'S RIGHT TO WAIVE OR REJECT BIDS. The City Commission reserves the right to waive any informalities or irregularities in this Bid; or to reject all bids, or any part of any bid, as it deems necessary and in the best interest of the City of Miami Beach.

28. CLARIFICATION AND ADDENDA TO BID SPECIFICATIONS. If a bidder is in doubt as to the true meaning of the Bid specifications, or other Bid documents, or any part thereof, the bidder must submit to the City, at least seven (7) calendar days prior to the scheduled Bid opening date, a request for clarification.

Any interpretation of the Bid, including, without limitation, responses to questions and request for clarification(s) from bidders, will be made only by Addendum duly issued by the City. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The bidder shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in Appendix A, No. 14 Acknowledgement of Addendum. Failure to acknowledge Addendum may deem a bid non-responsive.

The City will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any City representative, unless issued by the City via formal written Addendum to this Bid.

Any questions or clarifications concerning the Bid shall be submitted in writing to the Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139 with a copy to the City Clerk.

29. COLLUSION. Where two (2) or more related parties each submit a bid or bids for any contract, such bids or bids shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bid or bids. "Related parties" means bidders or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract, or in which a parent company or the principals thereof of one (1) bidder have a direct or indirect ownership interest in another bidder for the same contract. Bid or bids found to be collusive shall be rejected.

Bidders who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive bidding may be terminated for cause.

30. CONDITION AND PACKAGING. Bidder guarantees items offered and delivered to be the current standard production model at time of bid and shall offer expiration dating of at least one year or later. Bidder also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the City of Miami Beach, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

31. CONTRACT EXTENSION. The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

32. DELIVERY. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the City using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 8:30 A.M. to 4:00 P.M.

33. DELIVERY TIME. Bidders shall specify in the attached Bid Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

34. DEMONSTRATION OF COMPETENCY.

- A. Pre-award inspection of the bidder's facility may be made prior to the award of contract.
- B. Bids will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Bid.
- C. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Bid.
- D. the terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the City of Miami Beach.
- E. The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance (experience), in making an award that is in the best interest of the City.
- F. The City may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the City. Any material conflicts between information provided by the source of supply and the information contained in the bidder's bid may render the bid non-responsive.
- G. The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization as prescribed in this bid. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment, and organization which would have been necessary during the bid evaluation period in order to comply with the demonstration of competency required under this subsection.

35. DISPUTES. In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the City shall be final and binding on all parties.

36. DISPUTES. In the event of a conflict between the Bid documents, the order of priority of the documents shall be as follows:

- A. Any contract or agreement resulting from the award of this Bid; then
- B. Addendum issued for this Bid, with the latest Addendum taking precedence; then
- C. The Bid; then
- D. The bidder's bid in response to the Bid.

37. DEFAULT. Failure or refusal of a bidder to execute a contract upon award, or withdrawal of a bid before such award is made, may result in forfeiture of that portion of any bid surety required as liquidated damages incurred by the City thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the City's bidders list.

38. EQUIVALENTS. If a bidder offers makes of equipment or brands of supplies other than those specified in the Bid specifications, he must so indicate in his bid. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

The bidder shall indicate in the Bid Form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Bid. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with

MIAMI BEACH

specifications, and MUST BE INCLUDED WITH THE BID. NO BIDS WILL BE CONSIDERED WITHOUT THIS INFORMATION. THE CITY SHALL BE THE SOLE JUDGE OF EQUALITY AND ITS DECISION SHALL BE FINAL.

Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Bidders shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

39. ELIMINATION FROM CONSIDERATION. This bid shall not be awarded to any person or firm who is in arrears to the City upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the City.

40. EMERGENCY RESPONSE PRIORITY. It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the City of Miami Beach, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the City. By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the City on a "first priority" under the emergency conditions noted above.

41. ESTIMATED QUANTITIES. Estimated quantities or estimated dollars, if provided, are for City guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for a given amount subsequent to the award of this Bid. Estimates are based upon the City's actual needs and/or usage during a previous contract period. The City may use said estimates for purposes of determining whether the low bidder meets specifications.

42. EXCEPTIONS TO BID. Bidders are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Bid. Bidders who fail to satisfy the requirements in this Bid, may be deemed non-responsive and receive no further consideration. Should your proposed bid not be able to meet one (1) or more of the requirements set forth in this Bid and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of bids. The City reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of bids.

43. FACILITIES. The City, through its City Manager or his/her authorized designee, reserves the right to inspect the bidder's facilities at any time, upon reasonable prior written or verbal notice.

44. FLORIDA PUBLIC RECORDS LAW. Bidders are hereby notified that all Bid including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the City provides notice of an intended decision or until thirty (30) days after opening of the bids, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the

public agency in a format that is compatible with the information technology systems of the public agency.

45. F.O.B. DESTINATION. Unless otherwise specified in the Formal Solicitation, all prices quoted/proposed by the bidder must be F.O.B. DESTINATION, inside delivery, with all delivery costs and charges included in the bid price, unless otherwise specified in this Formal Solicitation. Failure to do so may be cause for rejection of bid.

46. GRATUITIES. Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the City, for the purpose of influencing consideration of this Bid.

47. INDEMNIFICATION. The successful Bidder shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

48. INSPECTION, ACCEPTANCE & TITLE. Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful bidder until acceptance by the City, unless loss or damage results from the gross negligence or willful misconduct of the City.

If any equipment or supplies supplied to the City are found to be defective, or do not conform to the specifications, the City reserves the right to cancel the order upon written notice to the seller, and return the product, at the bidder's expense.

49. LAWS, PERMITS AND REGULATIONS. The bidder shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

50. LEGAL REQUIREMENTS. The bidder shall be required to comply with all federal, State of Florida, Miami-Dade County, and City of Miami Beach codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or ignorance by the bidder with/of Applicable Laws will in no way be a cause for relief from responsibility.

51. LIABILITY, INSURANCE, LICENSES AND PERMITS. Where bidders are required to enter or go on to City of Miami Beach property to deliver materials or perform work or services as a result of the Bid, the bidder will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

52. MANNER OF PERFORMANCE. Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to the City any and

MIAMI BEACH

all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

53. MISTAKES. Bidders are expected to examine the specifications, delivery schedules, bid prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk and may result in the bid being non-responsive.

54. MODIFICATION/WITHDRAWALS OF BIDS. A bidder may submit a modified bid to replace all or any portion of a previously submitted bid up until the bid due date and time. Modifications received after the bid due date and time will NOT be considered.

Bids shall be irrevocable until contract award unless withdrawn in writing prior to the bid due date or after expiration of 120 calendar days from the opening of bids without a contract award. Letters of withdrawal received after the bid due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.

55. NON-CONFORMANCE TO CONTRACT CONDITIONS. Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the bidder's expense. These items, as well as items not delivered as per delivery date in bid and/or purchase order, may be purchased by the City, at its discretion, on the open market. Any increase in cost may be charged against the bidder. Any violation of these stipulations may also result in the bidder's name being removed from the City's vendor list.

56. OPTIONAL CONTRACT USAGE. When the successful bidder(s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

57. OSHA. The bidder warrants to the City that any work, services, supplies, materials or equipment supplied pursuant to this Bid shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the bidder.

58. PATENTS & ROYALTIES. The bidder shall indemnify and save harmless the City of Miami Beach, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Miami Beach, Florida. If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

59. PAYMENT. Payment will be made by the City after the items have been received, inspected, and found to comply with Bid specifications, free of damage or defect, and properly invoiced.

60. PRICES QUOTED. Prices quoted shall remain firm and fixed during the duration of the contract. In completing the bid form, state both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment

MIAMI BEACH

terms in the space provided on the Bid submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s).

61. PRODUCT INFORMATION. Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this bid as an attachment to the "BID FORM". However, in all cases must be provided within five (5) calendar days upon request from Purchasing Agent.

62. REASONABLE ACCOMMODATION. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the Procurement Department.

63. SAMPLES. Bids submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Bidders will be responsible for the removal of all samples furnished within (30) days after bid opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the bidder's name. Failure of the bidder to either deliver required samples, or to clearly identify samples may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Department, 1755 Meridian Avenue, 3rd Floor, Miami Beach, FL 33139.

64. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

65. SPOT MARKET PURCHASES. It is the intent of the City to purchase the items specifically listed in this Bid from the successful bidder. However, the City reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the City's spot market purchase provisions.

66. SUBSTITUTIONS. After award of contract, the City WILL NOT accept substitute shipments of any kind, without previous written approval. The bidder is expected to furnish the brand quoted in its bid. Any substitute shipments will be returned at the bidder's expense.

67. TAXES. The City of Miami Beach is exempt from all Federal Excise and State taxes.

68. TIE BIDS. In accordance with Florida Statutes Section 287.087, regarding identical tie bids, preference will be given to bidders certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more bidders after consideration of the drug free workplace program, the City's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between bidders that are not Local or Veteran, the breaking of the tie shall be at the City Manager's discretion, which will make a recommendation for award to the City Commission.

69. TERMINATION FOR DEFAULT. If the successful bidder shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Bid and/or the contract entered into with the City pursuant thereto, the City shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the bidder of such termination, which shall become effective upon receipt by the bidder of the written termination notice.

In that event, the City shall compensate the successful bidder in accordance with the term of the contract for all work and/or services satisfactorily performed by the bidder prior to termination, net of any costs incurred by the City as a

consequence of the default.

Notwithstanding the above, the successful bidder shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the bidder, and the City may reasonably withhold payments to the successful bidder for the purposes of set off until such time as the exact amount of damages due the City from the successful bidder is determined.

The City may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful bidder fail to take the corrective action specified in the City's notice of default within the allotted cure period, then the City may proceed to terminate the contract for cause in accordance with this subsection 1.57.

70. TERMINATION FOR CONVENIENCE OF CITY. The City may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful bidder of such termination, which shall become effective thirty (30) days following receipt by bidder of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the City. If the contract is terminated by the City as provided in this subsection, the City shall compensate the successful bidder in accordance with the terms of the contract for all and without cause and/or any resulting liability to the City, work and/or services actually performed by the successful bidder, and shall also compensate the bidder for its reasonable direct costs in assembling and delivering to City all documents. No compensation shall be due to the successful bidder for any profits that the successful bidder expected to earn on the balance of the contract. Such payments shall be the total extent of the City's liability to the successful bidder upon a termination as provided for in this subsection.

71. UNDERWRITERS' LABORATORIES. Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

72. ADDITIONAL SERVICES. Although this solicitation and resultant contract identifies specific goods, services or facilities ("items"), it is hereby agreed and understood that the City, through the approval of the Department and Procurement Directors (for additional items up to \$50,000) or the City Manager (for additional items greater than \$50,000), may require additional items to be added to the Contract which are required to complete the work. When additional items are required to be added to the Contract, awarded vendor(s), as applicable to the item being requested, under this contract may be invited to submit price quote(s) for these additional requirements. If these quote(s) are determined to be fair and reasonable, then the additional work will be awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional items shall be added to this contract by through a Purchase Order (or Change Order if Purchase Order already exists). In some cases, the City may deem it necessary to add additional items through a formal amendment to the Contract, to be approved by the City Manager.

The City may determine to obtain price quotes for the additional items from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the City's discretion.

SECTION 0300

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

1. SEALED BIDS. One original Bid Proposal (preferably in 3-ring binder) must be submitted in an opaque, sealed envelope or container on or before the due date established for the receipt of bids. Additionally, three (3) bound copies and one (1) electronic format (CD or USB format) are to be submitted, with the original submission or within two (2) days of request by the City. The following information should be clearly marked on the face of the envelope or container in which the bid is submitted: Bid Number, Bid Title, Bidders Name, Bidder Return Address. Bids received electronically, either through email or facsimile, are not acceptable and will be rejected.

2. BID PROPOSAL. The Bid Proposal is to include the following:

- **TAB 1 – Cost Proposal Form (Appendix E).** The Cost Proposal Form (Appendix E) shall be completed mechanically or, if manually, in ink. Cost Proposal Forms submitted in pencil shall be deemed non-responsive. All corrections on the Cost Proposal Form shall be initialed.

FAILURE TO SUBMIT THE MOST RECENT COST PROPOSAL FORM (EITHER INCLUDED IN THE ORIGINAL ITB OR RELEASED VIA AN ADDENDUM) MAY RESULT IN BID BEING DEEMED NOT RESPONSIVE AND NOT BEING FURTHER CONSIDERED.

- **TAB 2 - Bid Certification, Questionnaire and Affidavits (Appendix A).**
- **TAB 3 – Documentation indicating compliance with Minimum Eligibility Requirements.**

3. LATE BIDS. Bid Proposals are to be received on or before the due date established herein for the receipt of Bids. **Any Bid received after the deadline established for receipt of proposals will be considered late and not be accepted or will be returned to Proposer unopened.** The City does not accept responsibility for any delays, natural or otherwise.

APPENDIX A

MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2018-034-ND	Solicitation Title: Fencing Services	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000 x6263	Email: nataliadelgado@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
NO OF YEARS IN BUSINESS:	NO OF YEARS IN BUSINESS LOCALLY:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
☐ YES ☐ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Financial Capacity.** When requested by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SUBMITTAL REQUIREMENT: Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?
☐ YES ☐ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics

provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. **Living Wage** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.
2. Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.
3. Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.

The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).

Proposers' failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☐ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☐ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/scroll.aspx?id=79113.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

The remainder of this page was left intentionally blank.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of _____)
)
County of _____) stated that (s)/he is the _____
of _____, a corporation, and that the instrument was signed in behalf of
the said corporation by authority of its board of directors and acknowledged said
instrument to be its voluntary act and deed. Before me:

Notary Public for the _____ of _____

My Commission Expires: _____

APPENDIX B

MIAMI BEACH

“No Bid” Form

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

Note: It is important for those vendors who have received notification of this solicitation but have decided not to respond, to complete and submit the attached “Statement of No Bid.” The “Statement of No Bid” provides the City with information on how to improve the solicitation process. Failure to submit a “Statement of No Bid” may result in not being notified of future solicitations by the City.

Statement of No Bid

WE HAVE ELECTED NOT TO SUBMIT A PROPOSAL AT THIS TIME FOR
REASON(S) CHECKED AND/OR INDICATED BELOW:

☐ Workload does not allow us to proposal

☐ Insufficient time to respond

☐ Specifications unclear or too restrictive

☐ Unable to meet specifications

☐ Unable to meet service requirements

☐ Unable to meet insurance requirements

☐ Do not offer this product/service

☐ OTHER. (Please specify)

We do ☐ do not ☐ want to be retained on your mailing list for future proposals
of this type product and/or service.

Signature: _____

Title: _____

Legal Company Name: _____

Note: Failure to respond, either by submitting a proposal or this completed form,
may result in your company being removed from our vendors list.

PLEASE RETURN TO:

CITY OF MIAMI BEACH

PROCUREMENT DEPARTMENT

ATTN: Natalia Delgado, Procurement Contracting Officer I

PROPOSAL # 2018-034-ND

1755 MERIDIAN AVENUE, 3RD FLOOR

MIAMI BEACH, FL 33139

APPENDIX C

MIAMI BEACH

Minimum Requirements & Specifications

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

C1. Minimum Eligibility Requirements. The Minimum Eligibility Requirements for this solicitation are listed below. Bidder shall submit, with its bid, the required submittal(s) documenting compliance with each minimum requirement. Proposers that fail to include the required submittals with its bid or fail to comply with minimum requirements shall be deemed non-responsive and shall not have its bid considered.

1. Prospective bidders must be State of Florida Certified or a Miami Dade County Licensed General Contractor or Registered Specialty Contractor for fencing services (and maintain same throughout the duration of the contract).

Required Submittals: A copy of the license(s).

C2. Statement of Work Required.

Successful bidder(s) will be required to provide fencing services to the Public Works, Property Management, Parks and Recreation, and other City Departments. The City has a need for qualified fencing contractors for the provision of various routine fencing services on an "as needed" basis, including emergency repairs and planned repairs or small projects. The City will issue purchase orders to the selected contractor(s) for the provision of labor, transportation, materials, tools, and equipment necessary to provide fencing services on an as needed basis, as specified herein.

Successful bidder(s) must install new fencing or be able to provide replacement parts, and/or repair existing fencing. Replacement parts must match existing parts in appearance and quality unless authorized by a City representative.

C3. Minimum Specifications:

1. Chain Link Fence (Group 1). Upon request by an authorized City representative, the manufacturer or installer, or both, shall furnish a certification that all materials and workmanship meet all requirements stipulated or implied by ASTM Standard F1553 – 11, F1083 – 16, F1043 – 17a, and F900-11.

1.1 Specific Product Requirements.

1.1.1 Galvanized Chain Link Fence. All framework schedule 40 pipe line post 2.5 OD, end/corner post 3" OD, top rail 1⁵/₈" OD, bottom tension wire #7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

1.1.2 Chain Link Gates all Galvanized or Vinyl Coated. Single leaf gates complete with posts.

1.1.3 End/Corner Post. Schedule 40 pipe galvanized or vinyl coated.

1.1.4 Vinyl Coated Chain Link Fence. All frame work schedule 40 pipe with vinyl coating, line post 2.5 OD, end/corner posts 3" OD, top rail 1⁵/₈" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.

1.1.5 Wind Screen Blue or Green 75% Block. Green or blue with half-moon vents every 10'. All pieces shall be hemmed and have grommets on all four sides. Complete with grommets every 12" inches and center billow lip tab.

1.2 Fence Removal and Disposal up to 10' High. Work shall consist of removal and disposal of existing chain-link fence. The appropriate disposal of the fence is the responsibility of the contractor.

1.3 Installation of Chain-Link Fence. (Pursuant to ASTM Standard F567 – 14a).

1.3.1 Site Preparation.

1.3.1.1 The authorized City representative shall indicate the location of fence lines, gates, and terminal posts with suitable stakes. Stake intervals shall not exceed 500 ft. (152.5 m) or line of sight.

1.3.1.2 All underground utility locations, USC&G benchmarks, property monuments, and other underground structures shall be indicated by an authorized City representative.

1.3.2 Post Location.

1.3.2.1 Space line posts equidistant at intervals not exceeding 10 ft. (3.05 m). Measure the interval parallel to the grade of the proposed fence and in the line of fence from center to center of the post.

1.3.2.2 Set terminal posts (end, corner, and gate) at the beginning and end of each continuous length of fence and at abrupt changes in vertical and horizontal alignments.

1.3.3 Post Setting.

1.3.3.1 Set posts in concrete in holes of diameter and depth as follows. Intended use and local conditions shall determine post footing dimensions; that is, under normal conditions the diameter shall be four times the largest cross section of the post up to a 4 in. (101.5 mm) outside diameter and three times for larger outside diameters. The depth shall be a minimum of 24 in. (609.6 mm) plus an additional 3 in. (76.2 mm) for each 1-ft (305-mm) increase in the fence height over 4 ft. (1.22 m) to a maximum total of 60 in. (1525 mm) for a fence height up to 20 ft. (6.10 m).

1.3.3.2 Dig or drill holes in the line of the fence in accordance with 1.3.3.1. Forms are not necessary.

1.3.3.3 Set posts in a vertical position, plumb and in line. Backfill concrete (2500 psi) (17.2 MPa) into the excavation and extend 2 in. (50 mm) above grade. An alternative method is to stop footing 6 in. (152.4 mm) below grade to allow for cover with sod, black top, or other materials if the footings are not in an area subject to cathodic protection. In either case, crown the concrete at its top to shed water and slope a minimum of 2 in. (50.8 mm) away from the post.

1.3.3.4 The use of mechanical devices for the setting of fence posts is acceptable under this practice, provided the mechanical strength in the ground is equal or superior to the strength developed by the concrete footing as recommended.

1.3.3.5 When solid rock or concrete is encountered, without an overburden of soil, set posts in the solid rock or concrete. The depth of the hole shall be three times the largest cross section of the posts. The diameter of the hole

shall be 1/2 in. (13 mm) greater than the largest cross section of the post.

1.3.3.6 The use of sleeves in order to leave voids in new concrete construction is recommended.

1.3.3.7 Half-fill the void with nonshrinkable hydraulic cement and force post to the bottom of the hole and plumb. Thoroughly work additional grout into the hole so as to leave no voids. Crown the grout to shed water.

1.3.3.8 Drive posts are to be driven by mechanical means to a minimum depth of 36 in. (914.4 mm) or 6 in. (152.4 mm) greater than that called for in 1.2.4.1, for the height of fence.

1.3.3.9 Where soil conditions are unstable or rock is encountered, the drive post embedment must be altered to maintain stability. The depth should be in keeping with standard fence construction practices for the local area or refer to 1.3.3.5.

1.3.3.10 The post tops must be protected to prevent distortion of the exposed end. The use of a drive cap is recommended.

1.3.3.11 Industrial and Commercial Swing Gate Posts should follow the following:

Minimum Requirements for Setting Industrial and Commercial Swing Gate Posts

Gate Leaf Width	Height	Post Size	Size of Hole			
			Diameter		Depth	
			Dirt	Solid Rock or Concrete	Dirt	Solid Rock or Concrete
4 ft. (1.2 m) or less	6 ft. (1.8 m) or less	Steel 2.375 (60.3) Alum 2.375 (60.3)	10 in. (254 mm)	Post O.D. + 1/2 in. (+13mm)	30 in. (762 mm)	Post O.D. X 3
Over 4 to 10 ft. (1.2 to 3.7 m)	6 ft. (1.8 m) or less	Steel 2.875 (73.0) Alum 2.875 (73.0)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
Over 10 to 18 ft. (3.7 to 5.5 m)	6 ft. (1.8 m) or less	Steel 4.0 (101.6) Alum 4.0 (101.6)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
6 ft. (1.8 m) or less	Over 6 ft. (1.8 m)	Steel 2.875 (73.0) Alum 2.875 (73.0)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
Over 6 to 12 ft. (1.8 to 3.7 m)	Over 6 ft. (1.8 m)	Steel 4.0 (101.6) Alum 4.0 (101.6)	12 in. (304 mm)	Post O.D. + 1/2 in. (+13mm)	36 in. (914.5 mm)	Post O.D. X 3
Over 12 to 18 ft. (3.7 to 5.5 m)	Over 6 ft. (1.8 m)	Steel 6.625 (168.3)	20 in. (508 mm)	Post O.D. + 1/2 in. (+13mm)	42 in. (1066 mm)	Post O.D. X 3
Over 18 to 24 ft. (5.5 to 7.3 m)	Over 6 ft. (1.8 m)	Steel 8.625 (219.1)	26 in. (660.4 mm)	Post O.D. + 1/2 in. (+13mm)	48 in. (1.2 m)	Post O.D. X 3

1.3.3.12 Cantilever Slide Gate Posts. Refer to ASTM Specification F1184, Type II Cantilever Slide Gates, for post setting requirements.

1.3.3.13 Overhead Slide Gate Posts. Refer to Specification F1184, Type I Overhead Slide Gates, for post setting requirements.

1.3.4 Bracing and Middle Rail.

1.3.4.1 No braces are required on fabric 6 ft. (1.83 m) high or less where the top rail is specified. On all fabric over 6 ft., braces are required. With fabric equal to or greater than 12 ft. (3.66 m) in height, a middle rail is recommended and required when specified. Braces are required on all

terminals regardless of height, on fences installed without a top rail.

1.3.4.2 Securely fasten diagonal braces to the terminal post and the adjacent line post or its footing or a footing of equal size. There shall be no more than a 50° angle between the brace and the ground. Securely fasten horizontal braces with truss rods to the adjacent line post and terminal posts.

1.3.4.3 When the top rail is used, attach the brace at the halfway point of the terminal post above grade and, when the top rail is omitted, at the two-thirds point above grade.

1.3.5 Top Rail and Tension Wire.

1.3.5.1 Support the top rail at each post so that a continuous brace from end to end of each stretch of fence is formed. Securely fasten the top rail to the terminal posts and join with sleeves or coupling to allow for expansion and contraction.

1.3.5.2 When the top rail is omitted, stretch a tension wire from end to end of each stretch of fence at a height that will enable it to be fastened to the fabric within the top 1 ft. (305 mm) of the chain-link fabric. If specified, fasten the bottom tension wire within the bottom 6 in. (150 mm) of fabric. Securely fasten the tension wire to the terminal posts. The tension wire shall be taut and free of sag.

1.3.6 Tie Wires and Clips.

1.3.6.1 Standard straight, preformed hook or pigtail round wire ties, preformed power-fastened wire ties, interlocking flat aluminum band ties, and powder-driven fasteners for attaching chain link fabric to round tubular or rectangular roll-formed rails and intermediate posts shall be as specified in ASTM Specification F626.

1.3.6.2 Irrespective of the type of fastener utilized, it is critical to the integrity of the fence system to assure that they are installed properly.

1.3.6.2.1 Consumer Safety. For fence applications where pedestrians may be in contact with the fence, such as play areas, sports fields, play courts, and swimming pools, wire ties shall be trimmed and bent in such a manner as to avoid injury to pedestrians in contact with the fence.

1.3.6.3 Standard Straight, Preformed Hook or Pigtail Round Wire

1.3.6.3.1 Metallic coated or polymer coated steel 9 gauge, 0.148 in. (3.76 mm), tie installation requires engagement of one wire forming a picket of the chain link fabric with a manually bent hook, preformed hook or pigtail end of the tie, by wrapping the wire tie a minimum of one 360° turn around the chain link picket wire and then wrapping the body of the tie around the rail or post a minimum of 180°. The opposite end of the tie is then secured to a second chain link fabric picket wire by wrapping the wire tie a minimum of one 360° turn around the chain link picket wire. The final process of tightening the tie on the fabric picket wire should draw the fabric and the main body of the tie tightly to the rail or

post.

1.3.6.3.2 Aluminum alloy ties and 11 gauge, 0.120 in. (3.05 mm), or less metallic or polymer coated steel tie installation requires engagement of a minimum of one wire forming a picket of the chain link fabric with a manually bent hook, preformed hook or pigtail end of the tie by wrapping the wire tie a minimum of two 360° turns around the chain link picket wire and then wrapping the body of the tie around the rail or post a minimum of 180°. The opposite end of the tie is then secured to a minimum of one chain link fabric picket wire by wrapping the wire tie a minimum of two 360° turns around the chain link picket wire. The final process of tightening the tie on the fabric picket wire should draw the fabric and the main body of the tie tightly to the rail or post.

1.3.6.4 Power-Fastened, Preformed Metallic Coated Steel Round Wire Tie— Select ties that are preformed to the size of the rail or post. Insert tie a full 360° around the rail or post including a minimum of one chain-link fabric wire picket. The two ends of the tie are pre-formed in such a manner that they can be power twisted together in a close helix of a minimum of 1½ machine turns, which is equivalent to three full twists, thereby drawing the wire tie up tightly around the rail or post and the chain-link fabric. After twisting, any protruding wire ends may be cut off and bent over to prevent untwisting.

1.3.6.5 Straight, Manually-Fastened Metallic Coated Steel Round Wire Tie— Bend tie to the shape of the rail or post, insert through the chain link fence fabric, including a minimum of one wire picket, wrap around the post or rail a full 360° and twist the two end wires securely with a minimum of three full twists. After twisting, any protruding wire ends may be cut off and bent over to prevent untwisting.

1.3.6.6 Interlocking, Preformed Flat Aluminum Band Tie— Select band preformed to the size of the post or rail, insert the band a full 360° around the rail or post and a minimum of one picket of the chain-link fabric then secure band by flattening down the preformed ends into a double closed loop against the rail or post.

1.3.6.7 Powder-Driven Fastener—Position the cap and pin in the center of the post or rail member, capturing a minimum of one chain link wire picket. Using a powder activated tool, "shoot" the pin into the post or rail.

1.3.7. Chain-Link Fabric.

1.3.7.1 Place chain-link fabric on the outside of the area enclosed or as directed by the authorized City representative.

1.3.7.2 Join rolls of wire fabric by weaving a single picket into the ends of the rolls to form a continuous mesh.

1.3.7.3 Cut the fabric by untwisting a picket and attach each span independently at all terminal posts. Use stretcher bars with tension bands at maximum 15-in. (380-mm) intervals or any other approved method of attachment.

1.3.7.4 Place the fabric by securing one end, applying sufficient tension to remove all slack before making attachment elsewhere. Tighten the fabric to

provide a smooth uniform appearance free from sag.

1.3.7.5 Install fence fabric at grade to a maximum of 3 in. (76 mm) clearance above grade. If the 3 in. (76 mm) maximum space cannot be maintained for the distance between or at line posts, reduce the space greater than 3 in. (76 mm) by installing tension wire or bottom rail. Install the top of the fence fabric for fences with top rail from a minimum of being tangent to the top of the top rail to a maximum of ½ - diamond above the top of the top rail. Fasten the fabric to the line posts at intervals not exceeding 15 in. (380 mm). Fasten fabric to the rail or tension wire at intervals not exceeding 24 in. (609 mm).

1.3.8 Barbed Wire.

1.3.8.1 If barbed wire is required, pull it taut to remove all sag, firmly install it in the slots of the extension arms, and secure it to a post or terminal arm.

1.3.9 Gates.

1.3.9.1 The authorized City representative shall indicate the operational direction of the gates. Grade clearance and possible gate obstruction shall be considered in the design to provide adequate operational clearance so that the gate can operate freely.

1.3.9.2 Install gates true to opening and plumb in a closed position.

1.3.10 Appearance.

1.3.10.1 The area of installation shall be left neat and free of any debris caused by the erection of the fence.

1.3.11 Safety.

1.3.11.1 Perform all work in a safe and orderly fashion in accordance with the Williams-Steiger Occupational Safety and Health Act of 1970.

2. Temporary Chain Link Fence (Group 2).

2.1 Specific Product Requirements.

2.1.1 Temporary Chain Link Fence Galvanized. Using 1½" line post, top #9 gauge tension wire.

2.1.2 Temporary Double Gates and Single Gates. To include hardware, posts, and lock hasp.

2.2 Installation of Temporary Chain Link Fence.

2.2.1 Chain Link Posts.

2.2.1.1 Post spacing shall be 12' maximum if using prefabricated panels and 10' maximum if wire tying mesh to posts.

2.2.1.2 Drive posts, set in holes and backfill, or anchor precast concrete blocks.

2.2.1.3 For soft and unstable ground conditions, cast concrete plug around

post.

2.2.1.4 Posts over pavement: Use steel post plates or precast concrete blocks.

2.2.1.5 Gate posts: Use bracing or concrete footings to provide rigidity for accommodating size of gate.

2.2.2 Gates. Install with required hardware.

3. Bollards (Group 3).

3.1 Specific Product Requirements.

3.1.1 Stationary Bollard Posts. 1/4" steel, Schedule 40 pipe, painted OSHA yellow, powder coated for durability, mounted on 3/8" steel plate, plate pre-drilled with 3/4" holes, square or round posts, high density polyethylene caps that may be filled with cement for added protection, 4' above ground.

3.1.2 Removable Bollard with Bottom Sleeve. 1/4" steel, Schedule 40 pipe, painted OSHA yellow, powder coated for durability, high density polyethylene caps that may be filled with cement for added protection, adaptable to a lockable below grade sleeve.

4. Core Drilling (Group 4).

4.1 Specific Service Requirements. Work shall meet or exceed the Concrete Sawing & Drilling Association, Inc. Specification No. CSDA-C-101, Core Drilling.

5. Miscellaneous On Site Welding Galvanized, Aluminum, or Steel (Group 5).

5.1 Specific Service Requirements. Work shall meet or exceed American Welding Society Standards.

6. Picket Fence (Group 6). Upon request by an authorized City representative, the manufacturer or installer, or both, shall furnish a certification that all materials and workmanship meet all requirements stipulated or implied by ASTM Standard F2957-13.

6.1 Specific Product Requirements.

6.1.1 Aluminum Picket Fence. With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

6.1.2 Aluminum Swing Gates. To include hardware, posts, and lock hasp.

6.1.3 Galvanized Picket Fence. With all material .125 galvanized mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

6.4 Galvanized Swing Gates. To include hardware, posts, and lock hasp.

6.2 Fence Removal and Disposal Up to 10' High. Work shall consist of removal and disposal of existing picket fence. The appropriate disposal of the fence is the responsibility of the contractor.

6.3 Installation of Picket Fence.

6.3.1 Set fence posts at 6'-0" on center maximum; set gate posts for specified gate openings. Post depth and diameter of footing shall be in accordance with manufacturer's recommendations.

6.3.2 Insert stringer ends into pre-punched posts and fasten with TEK screws.

6.3.3 Center and align posts. Place concrete around posts and vibrate or tamp for consolidation. Re-check vertical and top alignment of posts and make necessary corrections.

6.3.4 Install gates according to manufacturer's instructions, plumb, level, and secure for full opening without interference. For double gates, install drop rod. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

7. Wood Fence (Group 7).

7.1 Specific Product Requirements. All materials pressure treated yellow pine #2 grade nailed with ring shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear. When feasible, the wood shall be Forest Stewardship Council (FSC) certified. Certification details may be found at <https://us.fsc.org/en-us/certification>.

Upon request by an authorized City representative, the manufacturer or installer, or both, shall furnish a certification that all materials and workmanship meet all requirements stipulated or implied by ASTM Specification F537-01(2014).

7.1.1 Single or Double Gates. With strap hinge and standard lock hasp.

7.2 Fence Removal and Disposal Up to 10' High. Work shall consist of removal and disposal of existing wood fence. The appropriate disposal of the fence is the responsibility of the contractor.

7.3 Installation of Fences Constructed of Wood and Related Materials. (Pursuant to ASTM Standard F537-01(2014)).

7.3.1 Wood Cover Materials. All wood cover materials which are acceptable under appropriate sections of ASTM Standard F537-01(2014), may be installed to open frame post and rail fences, sawn wood fence frames, and metal fence posts and frames, as applicable.

7.3.2 Non-Wood Cover Materials. All non-wood fence cover materials, such as

corrugated metal, fiberglass, chain link, wire, and other fill materials, may be specified for installation on or within open frame post and rail fences, sawn wood fence frames, and metal fence posts and frames, as applicable.

7.3.3 Expansion Allowance Fence Boards and Pickets. When wood pickets or fence boards are attached to a fence frame as a solid fill or cover material, a small space between the fence boards shall be allowed to account for expansion due to change in moisture content as a result of wetting and drying cycles. For widths from 2 to 4 in., a $\frac{1}{16}$ -in. space shall be provided; for 6 and 8-in. widths, a minimum space of $\frac{1}{8}$ in. shall be provided; for 10-in. wide material, a $\frac{3}{16}$ -in. space shall be provided; and for 12-in. material, a $\frac{1}{4}$ -in. space shall be provided.

7.3.4 Expansion Allowance for Plywood. When solid panel fences are constructed of plywood, care should be taken to allow space for expansion due to moisture. A minimum of $\frac{1}{8}$ in. shall be allowed along the long edge of the panel, and $\frac{1}{4}$ in. at the end of the panel.

7.3.5 Installation of Wood Posts:

7.3.5.1 All wood posts shall be set in holes at least 4 in. larger in diameter than the largest dimension or diameter of the post.

7.3.5.1.1 Footings must extend to a depth of one half the finished height of fence minus 6 in. (maximum depth 48 in.).

7.3.5.2 Posts tamped into place with good tamping material can be considered as set in the next firmer soil. For example, instead of using loose or medium soil, use medium- or hard-packed soil, respectively.

7.3.5.2.1 When concrete is used as a footing depth extension, the post should extend to within 6 in. of the bottom of the footing, unless the footing is three times the cross section of the diameter of the post.

7.3.5.3 All wood posts shall be set and embedded in holes with minimum depths as specified in Footing Table for Solid Covered Fences, based on soil-type classification and method of embedment.

7.3.5.4 Concrete footings may be one of two basic types as follows:

Footing Table for Solid Covered Fences

Note 1 – For fence with posts on 8-ft centers. For 10-ft spacing add 25% to diameter or depth.

Diameter and Depth of Footing, in.			
Fence Height, ft			
	Loose Soil	Medium Soil	Hard-Packed Soil
4	9 by 24	8 by 24	7 by 24
5	9 by 24	8 by 24	7 by 24
6	10 by 30	8 by 30	7 by 30
7	11 by 36	9 by 36	7 by 36
8	12 by 42	10 by 42	8 by 42
9	13 by 48	11 by 48	9 by 48
10	14 by 48	12 by 48	10 by 48
11	15 by 48	13 by 48	12 by 48
12	16 by 48	14 by 48	12 by 48

7.3.5.4.1 A concrete collar footing is employed by simply filling standard post holes with 2000 psi (13.8 MPa) minimum concrete.

7.3.5.5 If water fills the post hole, a sturdy plastic bag may be used as a liner, into which the concrete may be slowly poured, causing it to sink and displace water without dilution of the concrete mix.

7.3.5.6 Post installations based on the allowable soil loading and engineering analysis are not prohibited as an alternative to these simplified criteria.

7.3.6 Installation of Metal Posts:

7.3.6.1 All metal posts should be set in holes having a diameter at least 3 times the size of the largest dimension or diameter of the post.

7.3.6.2 All metal posts shall be set in concrete, 2000 psi (13.8 MPa) minimum.

7.3.6.3 The metal post shall be submerged in the concrete to a depth sufficient to adequately support the post.

7.3.6.4 All other requirements for metal post installation are identical to those for wood, as specified in 7.3.5.

7.3.7 Fastenings:

7.3.7.1 The strength and utility of any wood component is in great measure dependent upon the fastenings used to hold the assembly together. The most common wood fasteners are nails and spikes, followed by screws, bolts, metal connectors, and straps of various shapes.

7.3.7.2 The NFPA Specification for Stress Grade Lumber and Its Fastenings shall be used for all engineered fastener design when specific information is not included in this specification.

7.3.8 Nails:

7.3.8.1 In order to ensure satisfactory durability, all nails or spikes shall be corrosion-resistant such as hot-dipped galvanized, aluminum, or stainless steel, unless otherwise specified.

7.3.8.2 Smooth shank nails are acceptable for all uses, except where wood members are subjected to direct withdrawal loads induced primarily by wind forces.

7.3.8.3 Deformed-shank nails are recommended for wood members, such as fence boards or pickets, which are exposed to direct withdrawal forces. Such nails are available as annularly threaded (ring shanked), helically threaded (spiral shanked), or barbed shank.

7.3.8.4 Always fasten a thinner member to a thicker member, unless clinched nails are used.

7.3.8.5 Use blunt nails, or any nail with a point not sharper than the standard medium-diamond point.

7.3.8.6 With very hard, dense woods or those otherwise tending to split when nailed, predrilling may be employed; however, predrill only three fourths of the nail diameter.

7.3.8.7 Place nails no closer to the edge than one half of the board thickness, and no closer to the end than the board thickness.

7.3.8.8 Toenailing may be used with the following stipulations: allow an end distance (distance from the end of the attached member to the point of initial nail entry) of approximately one third the length of the nail; drive the nail at a slope of 30° with the attached member; and bury the full shank of the nail while avoiding excessive mutilation of the wood from hammer blows.

7.3.8.9 Use only two nails per crossing for fence boards 4 in. and wider (nominal), and only one nail per crossing for pickets up to, but not including, 4-in. nominal widths.

7.3.8.10 Avoid end-grain nailing. When unavoidable, use screws or a side grain wood cleat adjacent to end-grain member (as in posts); or use deformed shank nails or spikes. However, end-grain nailing shall not be allowed under any circumstances when subjected to withdrawal forces.

7.3.8.11 A nail shall be long enough to penetrate the receiving member a distance twice the thickness of the thinner member but not less than 1½ in. (for example, in ¾-in. board, the nail should penetrate the receiving member 1½ in.; thus, at least a 7-penny nail is required). Slant-driven, clinched, or deformed shank nails shall be used when the combined thickness is less than the recommended nail length. Refer to Selection of Nails Table for aid in proper nail selection.

Selection of Nails

Penny Size	Gage	Length, in. (mm)	Diameter, in. (mm)
<i>Bright, Common Wire Nails:</i>			
6d	11½	2 (50.8)	0.113 (2.87)
8d	10¼	2½ (63.5)	0.131 (3.33)
10d	9	3 (76.2)	1.148 (3.76)
12d	9	3¼ (82.6)	1.148 (3.76)
16d	8	3½ (88.9)	0.162 (4.11)
20d	6	4 (101.6)	0.192 (4.88)
30d	5	4½ (114.3)	0.207 (5.26)
40d	4	5 (127.0)	0.225 (5.72)
50d	3	5½ (139.7)	0.244 (6.20)
60d	2	6 (152.4)	0.262 (6.66)
<i>Smooth Box Nails:</i>			
3d	14½	1¼ (31.8)	0.076 (1.93)
4d	14	1½ (38.1)	0.080 (2.03)
5d	14	1¾ (44.5)	0.080 (2.03)
6d	12½	2 (50.8)	0.098 (2.49)
7d	12½	2¼ (57.2)	0.098 (2.49)
8d	11½	2½ (63.5)	0.113 (2.87)
10d	10½	3 (76.2)	0.128 (3.25)
16d	10	3½ (88.9)	0.135 (3.43)
20d	9	4 (101.6)	0.148 (3.76)
<i>Helically and Annularly Threaded Nails:</i>			
6d	...	2 (50.8)	0.120 (3.05)
8d	...	2½ (63.5)	0.120 (3.05)
10d	...	3 (76.2)	0.135 (3.43)
12d	...	3¼ (82.6)	0.135 (3.43)

16d		3 1/2 (88.9)	0.148 (3.76)
20d		4 (101.6)	0.177 (4.50)
30d		4 1/2 (114.3)	0.177 (4.50)
40d		5 (127.0)	0.177 (4.50)
50d		5 1/2 (139.7)	0.177 (4.50)
60d		6 (152.4)	0.177 (4.50)

7.3.9 Wood Screws:

7.3.9.1 A screw should be long enough to penetrate the receiving member at least the thickness of the thinner (outside) member, but with not less than 1 in. of penetration (for example, fastening a 3/4-in. member to a 2-by-4 wooden plank would require a 1 3/4-in. long screw).

7.3.9.2 Screws shall also be rustproof or made of rust-resistant metals (see 7.3.8.1).

7.3.10 Other Timber Fasteners. All other connectors such as lag screws, common bolts, or drift bolts shall be used in accordance with the recommendations of the NFPA Specification for Stress Grade Lumber and Its Fastenings.

7.3.11 Other Light Fasteners (Mechanically Installed):

7.3.11.1 Different types of staples have been developed with various modifications in points, shank treatment and coatings, gage, crown width, and length. These fasteners are available in clips or magazines to permit their use in pneumatically operated portable staplers. The withdrawal resistances vary almost directly with the circumference and depth of point when the type of point and shank are similar.

7.3.11.2 Staples shall be manufactured in accordance with ASTM Specification F1667.

7.3.11.3 Staples shall be of the corrosion-resistant type.

7.3.11.4 Use and installation of staples and other mechanically driven light fasteners shall be in accordance with I-SANTA Manual 19-73.

8. Sand Fence (Group 8).

8.1 Specific Product Requirements and Installation. Slats shall be constructed of No.1 aspen pickets (3/8" x 1 1/2" x 48"), slats shall be spaced 2 1/4" apart plus or minus 1/4", woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

9. Plastic Fence (Group 9).

9.1 Specific Product Requirements. Such fencing is constructed from recovered and postconsumer high-density polyethylene (HDPE) in an open-weave pattern or from wood slats held together with wire strands. Plastic fencing shall follow Environmental Protection Agency (EPA) standards specifically covering plastic fencing containing recovered plastic.

Below is the EPA standard for recycled-content levels for purchasing plastic fencing for specified uses as shown in the table below.

Recommended Recovered Materials Content Levels for Fencing Containing Recovered Plastic¹

Product	Material	Postconsumer Content (%)	Total Recovered Materials Content (%)
Plastic Fencing	Plastic	60-100	90-100

¹*Designation includes fencing containing recovered plastic for use in controlling sand drifting and as a warning/safety barrier in construction or other applications.*

9.2 Installation of Plastic Fence (Pursuant to ASTM Standard F1999 – 14)

9.2.1 Site Preparation.

9.2.1.1 Unless otherwise specified in the contract or purchase order, the authorized City representative shall indicate the location of fence lines, gates, and terminal posts with suitable stakes. Stake intervals shall not exceed 500 ft. [152.5 m] or line of sight.

9.2.1.2 Unless otherwise specified in the contract or purchase order, the authorized City representative shall indicate the location of all underground utilities, USC&G benchmarks, property monuments, and other underground structures.

9.2.2 Installation of Posts.

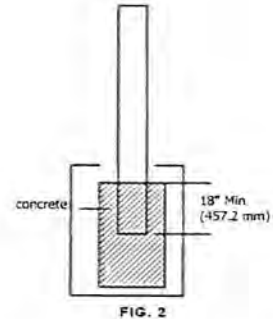
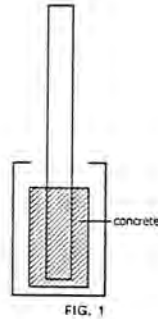
9.2.2.1 Preparation of Post Holes. Set posts in concrete in holes of diameter and depth as follows. Intended use and local conditions shall determine post footing dimensions, that is, under normal conditions the diameter shall be 4 in. [101 mm] greater than the largest cross section of the post. The depth shall be a minimum of 24 in. [609 mm] plus an additional 3 in. [76 mm] for each 1-ft. [305-mm] increased fence height over 4 ft. [1.22 m].

9.2.2.2 Preparation of Post. To secure post vertically, provide a means such as, but not limited to, notching, drilling, roughing, pinning, etc.

9.2.2.3 Installation of Posts. This practice includes post setting methods. Careful consideration should be taken to choose the correct method based on soil types at the installation location.

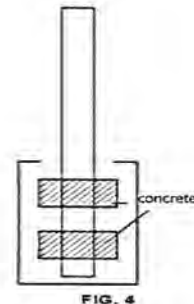
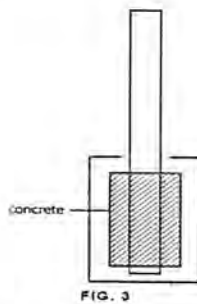
9.2.2.3.1 Method 1. Partially fill holes with concrete, then set the post into the concrete leaving approximately 2 to 4 in. [51 to 101 mm] of concrete below the bottom of the post (see Fig. 1). Continue filling the hole with concrete to within 6 to 9 in. [152.4 to 228.6 mm] of the top. Fill the remainder of the hole with soil or fine rocks. Where frost is not likely, the hole may be filled to

ground level with concrete. The post shall extend a minimum of 18 in. [457.2 mm] into the concrete (see Fig. 2). Check to see that the post remains plumb until the concrete has set.



9.2.2.3.2 Method 2. Tap the post into the bottom of the hole until the desired height of the post above ground level is reached (see Note 1 and Fig. 3). Add concrete around the post to the level specified in 9.2.2.3.1. Check to see that the post remains plumb until the concrete has set.

Note 1 – This method should not be used where there are mucky or loose soil conditions as without concrete under the post, it may sink if downward pressure is applied.



9.2.2.3.3 Method 3. Tap the post into the bottom of the hole until the desired height of the post above ground level is reached (see Fig. 4). Fill the hole one fourth of the depth with concrete, then add fine rocks or gravel to one half of the depth of the hole, then add concrete to three fourths of the depth of the hole. Fill the remainder of the hole with soil, gravel, or fine rocks. Check to see that the post remains plumb until the concrete has set.

9.2.2.3.4 Method 4. Place 4–6 inches of crushed stone in the bottom of the post holes, then set the post into the hole and continue filling in around the post with crushed stone to within four inches of grade. Compact the stone with a solid instrument, such as a breaker bar or heavy steel rod. Fill the remainder of the hole with soil or fine rocks.

Note 2 – Method 4 is to be used in soil types that tend to crack open when dry as to help reduce post settling during dry conditions.

9.2.3 Installation of Rails and Sections

9.2.3.1 Explanation or contraction values for fence profiles are given in Table 1. Rails shall extend into routed posts with sufficient distance between notches or clips, etc. and the inside wall of the post to accommodate the given contraction. When two rails are inserted into a post, end to end, a gap shall be provided between them for expansion. In all cases, rails shall extend a minimum of 1 in. [25.4 mm] into routed posts. The fractional dimensions shown in Table 1 are applied to both ends of the rail.

TABLE 1 Thermal Expansion in Inches [Millimetres] for PVC Fence Profiles^A

Rail Length, ft [m]	80°F Temperature Change	100°F Temperature Change	120°F Temperature Change
6 [1.8]	$\frac{1}{32}$ [2.38]	$\frac{1}{8}$ [3.2]	$\frac{1}{16}$ [3.97]
8 [2.44]	$\frac{1}{16}$ [3.2]	$\frac{1}{16}$ [3.97]	$\frac{1}{8}$ [4.76]
10 [3.05]	$\frac{1}{16}$ [3.97]	$\frac{1}{8}$ [4.76]	$\frac{1}{4}$ [6.4]
12 [3.6]	$\frac{1}{8}$ [4.76]	$\frac{1}{16}$ [5.55]	$\frac{1}{16}$ [7.14]
14 [4.27]	$\frac{1}{16}$ [5.55]	$\frac{1}{16}$ [7.14]	$\frac{1}{16}$ [8.73]
16 [4.88]	$\frac{1}{4}$ [6.4]	$\frac{1}{8}$ [7.94]	$\frac{1}{8}$ [9.53]

^AThese values are calculated using a coefficient of linear thermal expansion of 4.4×10^{-5} in./in./°F.

9.2.3.2 If outside brackets are used, they shall be fastened securely with noncorrosive fasteners in accordance with the manufacturer's instructions.

9.2.4 Installation of Post Caps and Picket Tops, etc.

9.2.4.1 Post caps, end caps, and picket caps, if not pre-fastened by the manufacturer, shall be attached in accordance with the manufacturer's recommendation, or by noncorrosive fasteners, or by solvent cement bonding.

9.2.5 Installation of Gates on Posts.

9.2.5.1 Gate hinge posts require more support than line posts. Follow the manufacturer's instructions regarding the use of inserts to minimize deflection.

9.2.5.2 Install gates true to opening and plumb in a closed position.

9.2.5.3 Gates shall operate freely, and closures shall be properly installed in accordance with all applicable codes and the manufacturer's recommendations.

9.2.5.4 Unless specified by an applicable code, the authorized City representative shall indicate the operational direction of the gates.

9.2.6 Appearance

9.2.6.1 The areas of installation shall be left neat and free of any debris caused by the installation of fence.

10. Miscellaneous Work (Group 10).

10.1 Specific Service Requirements.

10.1.1 Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.

10.2 Pressure wash and spray paint existing aluminum or galvanized picket fences.

10.3 20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black).

10.4 Netting (Black) installed 20' high skirt system attached across each 10' post. Net material 3/8" rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm).

11. Emergency Work (Group 11).

11.1 Specific Service Requirements. In case of a hurricane, the City will ask the Contractor, within 48 hours, to remove and to store on site windscreens on standard fences at baseball fields or tennis courts and to reinstall at City's request.

APPENDIX D

MIAMI BEACH

Special Conditions

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

1. TERM OF CONTRACT. This Contract shall remain in effect for a period of three (3) years from date of contract execution by the Mayor and City Clerk. The City of Miami Beach has the option to renew the contract at the sole discretion of the City Manager for an additional two (2), one (1) year periods, on a year-to-year basis. Renewal of the contract is a City of Miami Beach prerogative, not a right of the contractor. Such option will be exercised, if at all, only when it is in the best interest of the City of Miami Beach.

In the event that the contract is held over beyond the term herein provided it shall only be on a month-to-month basis and shall not constitute an implied renewal of the contract. Said month to month extension shall be upon the same terms of the contract and at the compensation and payment provided herein, and shall not exceed six (6) months.

2. PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT. If the bidder is awarded a contract under this bid solicitation, the prices quoted by the bidder on the Bid Form shall remain fixed and firm during the **three (3) year term of this contract**; provided, however, that the bidder may offer incentive discounts from this fixed price to the City at any time during the contract term. The City is also interested in receiving bids that include flexible pricing terms that provide the City with maximum options and flexibility as regulatory and marketplace changes take place.

2.1 OPTION TO RENEW WITH PRICE ADJUSTMENT. The contract may be extended at the sole discretion of the City, through its City Manager, for two (2) additional one (1) year terms, if mutually agreed upon by both parties. Prior to completion of each exercised contract term, the City may consider an adjustment to price based on Consumer Price Index increase. Change shall not be more than the percentage increase or decrease in the Consumer Price Index CPI-U (all urban areas) computed 60 days prior to the anniversary date of the contract.

It is the successful Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the successful Contractor's request for adjustment should be submitted 60 days prior to expiration of the then current contract term.

The Contractor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the Contractor, the City will assume that the Contractor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

The City of Miami Beach reserves the right to accept the renewal adjustment or to allow the contract to terminate and re-advertise for bids, whichever is in the best interest of the City.

3. METHOD OF AWARD. Award of this contract will be made to the lowest priced responsive, responsible bidders on a group-by-group basis. To be considered for award by group, the bidder shall offer prices for all items within a given group. The City will then select the bidders for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a bidder fails to

submit an offer for all items within the group, its offer for that specific group may be rejected.

While the method of award prescribes the method for determining the lowest responsive, responsible bidder, the City will award this contract to the designated lowest bidder as the primary vendor and will award this contract to the designated second lowest bidder as the secondary vendor respectively. If the City exercises this right, the primary vendor shall have the primary responsibility to initially perform the service or deliver the goods identified in this contract. If the primary vendor fails to perform it may be terminated for default and the City shall have the option to seek the identified goods or services from the secondary vendor. During the term of the contract, the City may also make award to the third lowest bidder as tertiary if the primary and secondary vendors do not perform.

Award to multiple bidders is made for the convenience of the City and does not exempt the primary vendor from fulfilling its contractual obligations. Failure of any vendor to perform in accordance with the terms and conditions of the contract may result in the vendor(s) being deemed in breach of contract. The City may terminate the contract for default and charge the vendor re-procurement costs, if applicable.

4. ROADMAP FOR PROJECTS AWARDED PURSUANT TO POOL OF PRE-QUALIFIED CONTRACTORS. The bidders to whom award is made under this solicitation, pursuant to Special Condition 3, shall also be deemed to be thereby pre-qualified to participate in periodic work assignments that are identified by the City on an as-needed basis. In lieu of award based on lowest priced responsive, responsible bidders on a group-by-group basis, the project/contract manager may request quotes from contractors authorized to participate in the Pre-Qualified Bidder Pool for large or other planned projects.

When such work assignments are identified, the awarded Contractors may be invited to review the written specifications regarding the work to be accomplished, inspect the work area, and offer a lump sum quote (unless notified otherwise), that shall include all labor, supervision, materials, equipment, and any other items and/or incidentals identified by the City. The Contractor offering the lowest fixed price for the specific effort shall be awarded that specific work assignment. The award of a specific work assignment to one Contractor does not preclude other pre-qualified Contractors from submitting offers for other work assignments.

The cost of any ancillary third-party services that are provided by the Contractor, with prior approval of the authorized City representative, may be determined in the manner prescribed above.

Awarded Contractors shall ensure that proper and sufficient staff, equipment, organization, etc. will be provided for this contract to meet the specifications denoted herein at a paramount level. Bidders past performance with the City, if applicable, may be used in the evaluation process in determining recommendation for award.

Each quote prepared by the Contractor shall include an acceptable description of the nature, extent and character of the work required, as well as performance and delivery schedules. In this case, projects will be awarded on a Lump Sum basis.

- 4.1 For projects with an estimated cost up to \$50,000, the project/contract manager may solicit written or telephone quotes prior to requesting a purchase order be issued for the work.
- 4.2 For projects with an estimated cost exceeding \$50,000, the project/contract manager may solicit written quotes. Prior to issuing a purchase order for projects in this category, the City Manager's approval is required.
- 4.3 In determining the lowest and best Contractor for the project, in addition to price, there shall be considered the following:
 - (1) The ability, capacity and skill of the bidder to perform the work.
 - (2) Whether the bidder can perform the work within the time specified, without delay or interference.
 - (3) The quality of performance on previous work.
 - (4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
 - (5) The previous and existing compliance by the bidder with laws and ordinances relating to the contract.

The City Manager's approval is required when the Contractor offering the lowest cost is not selected.

5. ROADMAP FOR PROJECTS AWARDED ON A TIME AND MATERIALS BASIS (Group XII):

The City may award work on a time and materials basis in accordance with Section 0200, Sub-Section 14, Multiple Award. City departments may request purchase orders to be issued to the primary vendor for any group on a time and material basis (bid hourly charges plus parts or materials) for a specific request or for a pre-need encumbrance (blanket order). Pursuant to Section 0200, General Condition 14, entitled *Multiple Awards*, secondary and primary vendors may also be considered.

- 5.1 **Administrative Mark-up for Parts.** For parts and materials ordered under this option, Contractors shall provide a quote or invoice, as determined by the authorized City representative, based on the cost of parts and materials plus the agreed to mark-up. In determining cost of materials to which the mark-up may be applied, the authorized City representative may:
 - i. require the Contractor to provide actual cost of parts and materials (e.g., Contractor's invoice, MSRP, etc.) prior to the issuance of a purchase order or approval of an invoice; or
 - ii. may require the Contractor to seek and document competition from its sources for the required parts or materials; or
 - iii. may obtain data available from primary or other secondary sources and use that data in determining a fair and reasonable price.

The cost of any ancillary third-party services that are provided by the Contractor, with prior approval of the authorized City representative, may be determined in the manner prescribed above.

- 5.2 **Estimates.** The authorized City representative may require the Contractor to provide an estimate prior to the commencement of work. Any actual charges that exceed

estimate amounts must be pre-approved by the project/contract manager.

6. MANDATORY SITE VISIT. An invitation to quote may require a site visit. Failure for a Contractor to attend the site visit will result in the quote not being considered for award. The site visit will be held to discuss the specifications of the quote, present questions to staff, and obtain clarification on the requirements of the quote.

The quote will state the time and place of the site visit, if applicable. Except in case of emergencies or in time of constraints, the City will use reasonable efforts to schedule the site visit within forty-eight (48) hours from the date of the quote.

7. PAYMENT. For the duration of contract, invoices for payment will be submitted as inspections and/or repairs have been completed. Invoices will be subject to verification and approval by an authorized City representative. All work must be satisfactorily completed and approved prior to final approval for payment.

8. SHIPPING TERMS. Prices shall include freight to City premises and shall be F.O.B. Destination. The successful bidder shall hold title to the goods until such time as they are delivered, installed and accepted by an authorized City representative.

9. LIQUIDATED DAMAGES. Failure to respond to a service call within the time specified may result in the successful bidder being assessed the additional cost incurred by the City (liquidated damages) for any and all cost associated with the services performed by a secondary vendor.

10. WARRANTY/GUARANTEE. The Contractor warrants the materials supplied and the work performed under this contract conform to warranty materials provided and work performed for one (1) year from date of completion. For new installations, Contractor shall additionally provide full manufacturer warranty to the City.

In addition to all other warranties that may be supplied by the bidder, the bidder shall warrant its products and/or service against faulty labor and/or defective material for a minimum period of one (1) year after the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full one (1) year period; regardless of whether the Contractor is under contract with the City at the time of the defect. Any payment by the City on behalf of the goods or services received from the Contractor does not constitute a waiver of these warrant provisions.

The Contractor shall be responsible for promptly correcting any deficiency, at no cost to the City, within five (5) calendar days after the City notifies the Contractor of such deficiency in writing. If the Contractor fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the City may, at its discretion, notify the Contractor, in writing, that the Contractor may be debarred as a City Contractor and/or subject to contractual default if the correction or replacements are not completed to the satisfaction of the City within ten (10) calendar days of receipt of the notice. If the Contractor fails to satisfy the warranty within the period specified in the notice, the City may (a) place the Contractor in default of the contract, and/or (b) procure the products or services from another Contractor and charge the Contractor for any additional costs that are incurred by the City for this work or items, either through a credit

memorandum or through invoicing.

11. COMPLETE PROJECT REQUIRED. These specifications describe the various items or classes of work required, enumerating or defining the extent of same necessary, but failure to list any items or classes under scope of the several sections shall not relieve the Contractor from furnishing, installing or performing such work where required by any part of these specifications, or necessary to the satisfactory completion of the project.

12. CUSTOMER SERVICE. Excellent customer service is the standard of the City of Miami Beach. As contract employees of the City, all employees will be required to adhere to the City's "Service Excellence" standards and expected to conduct themselves in a professional, courteous and ethical manner in all situations. The successful bidder's employees must work as a cooperative team of well-trained professionals, and must serve the public with dignity and respect. All business transactions with the City will be conducted with honesty, integrity, and dedication.

13. SCHEDULING/RESPONSE TIME. Response time requirements shall be as follows:

13.1 Emergency Repairs/Service. The Contractor is expected to secure or fix the problem within a total of six (6) hours, two (2) hours to return the call and four (4) hours to secure or fix the problem. If the Contractor fails to arrive within four (4) hours of the emergency repair/service request, the Contractor will be found non-responsive.

13.2 Non-Emergency or Planned Work. When the Contractor has been notified of work, the Contractor shall arrive at the work site within twenty-four (24) hours from initial contact by an authorized City representative, unless otherwise specified. If the Contractor fails to arrive within the specified time, the Contractor will be found non-responsive.

The City reserves the right to terminate this contract after the Contractor is found non-responsive three (3) times within a fiscal year (October 1st to September 30th).

14. WORK DAY. Regular working hours are from 7:00 a.m. to 5:00 p.m., Monday through Friday. Calls outside these hours and days will be considered non regular.

15. LABOR, MATERIALS, AND EQUIPMENT. The Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. Materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of an authorized City representative.

16. CLEARING AND GRUBBING. Group and unit prices shall include costs for minimal clearing and grubbing as might normally be anticipated in the removal, repair and replacement of existing fencing. This includes removal of vines and vegetation on existing fence fabric and removal of interfering portions of trees, shrubs, and other vegetation as required to remove and replace existing fencing at original line and grade. Authorized vegetation removal is limited to two feet (2') measured horizontally from existing fence fabric as required to replace the fence fabric. Contractor is responsible for proper disposal of all vegetation, soil or other material removed for installation of replacement fencing.

17. USE OF PREMISES. The Contractor shall confine his/her equipment, apparatus, the storage of materials, and the operation of his/her workmen to the limits indicated by law, ordinances, permits, or direction of the authorized City representative, and shall not unreasonably encumber the premises with his/her materials.

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

Contractor shall perform installation work so as to cause the least inconvenience and interference to the City and with proper consideration for others on site. If any alteration, including, but not limited to, dismantling, and excavation is required to achieve installation, Contractor shall promptly restore the structure or site to its original condition.

19. CLEAN-UP. All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. Materials and equipment left on site overnight, shall be well marked and identified as to insure public safety. No materials or equipment are to be left on site over a weekend, unless arrangements have been made with and prior approval obtained from an authorized City representative. Any materials and/or equipment left on site shall be done with the Contractor, fully and totally responsible for security. Any loss of materials or equipment due to theft, vandalism, etc., shall be the responsibility of the Contractor. Such losses shall be replaced or repaired by the Contractor with no additional charges to the City.

Upon final completion, the Contractor shall thoroughly clean up all areas, as mutually agreed with the associated user department's project manager, where work was performed.

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APPENDIX E

MIAMI BEACH

Cost Proposal Form

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

APPENDIX E COST PROPOSAL FORM

Failure to submit cost proposal form in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal 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 herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The cost proposal form shall be completed mechanically or, if manually, in ink. **Cost proposal forms completed in pencil shall be deemed non-responsive.** All corrections on the cost proposal form shall be initialed.

Group I – FURNISH AND INSTALL CHAIN LINK FENCE			
GALVANIZED CHAIN LINK FENCE - All framework schedule 40 pipe line post 2.5 OD, end/corner post 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$
1b	Over 250'	Linear Feet	\$
2	5' high		
2a	Up to 250'	Linear Feet	\$
2b	Over 250'	Linear Feet	\$
3	6' high		
3a	Up to 250'	Linear Feet	\$
3b	Over 250'	Linear Feet	\$
4	8' high		
4a	Up to 250'	Linear Feet	\$
4b	Over 250'	Linear Feet	\$
5	10' high		
5a	Up to 250'	Linear Feet	\$
5b	Over 250'	Linear Feet	\$
6	12' high		
6a	Up to 250'	Linear Feet	\$
6b	Over 250'	Linear Feet	\$
CHAIN LINK GATES ALL GALVANIZED – Single leaf gates complete with posts.			
Note: when using double access gate, single gate item will be multiplied by 2 for correct gate size.			
7	4' high x 4' wide	Each	\$
8	4' high x 6' wide	Each	\$
9	4' high x 8' wide	Each	\$
10	5' high x 4' wide	Each	\$
11	5' high x 6' wide	Each	\$
12	5' high x 8' wide	Each	\$
13	6' high x 4' wide	Each	\$
14	6' high x 6' wide	Each	\$
15	6' high x 8' wide	Each	\$

16	6' high x 10' wide	Each	\$
17	6' high x 12' wide	Each	\$
18	8' high	Linear Feet	\$
19	10' high	Linear Feet	\$
20	12' high	Linear Feet	\$
END/CORNER POST – Schedule 40 pipe galvanized.			
21	4'	Each	\$
22	5'	Each	\$
23	6'	Each	\$
24	7'	Each	\$
25	8'	Each	\$
26	9'	Each	\$
27	10'	Each	\$
28	11'	Each	\$
29	12'	Each	\$
VINYL COATED CHAIN LINK FENCE - All frame work schedule 40 pipe with vinyl coating, line post 2.5 OD, end/corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.			
30	4' high		
30a	Up to 250'	Linear Feet	\$
30b	Over 250'	Linear Feet	\$
31	5' high		
31a	Up to 250'	Linear Feet	\$
31b	Over 250'	Linear Feet	\$
32	6' high		
32a	Up to 250'	Linear Feet	\$
32b	Over 250'	Linear Feet	\$
33	8' high		
33a	Up to 250'	Linear Feet	\$
33b	Over 250'	Linear Feet	\$
34	10' high		
34a	Up to 250'	Linear Feet	\$
34b	Over 250'	Linear Feet	\$
35	12' high		
35a	Up to 250'	Linear Feet	\$
35b	Over 250'	Linear Feet	\$
CHAIN LINK GATES ALL VINYL COATED – Single leaf gate complete with posts.			
36	4' high x 4' wide	Each	\$
37	4' high x 6' wide	Each	\$
38	4' high x 8' wide	Each	\$
39	5' high x 4' wide	Each	\$
40	5' high x 6' wide	Each	\$
41	5' high x 8' wide	Each	\$
42	6' high x 4' wide	Each	\$

43	6' high x 6' wide	Each	\$
44	6' high x 8' wide	Each	\$
45	6' high x 10' wide	Each	\$
46	6' high x 12' wide	Each	\$
47	8' high	Linear Feet	\$
48	10' high	Linear Feet	\$
49	12' high	Linear Feet	\$
END/CORNER POST – Schedule 40 pipe vinyl coated.			
50	4'	Each	\$
51	5'	Each	\$
52	6'	Each	\$
53	7'	Each	\$
54	8'	Each	\$
55	9'	Each	\$
56	10'	Each	\$
57	11'	Each	\$
58	12'	Each	\$
WIND SCREEN BLUE OR GREEN 75% BLOCK. Green or blue with half-moon vents every 10'. All pieces shall be hemmed and have grommets on all four sides. Complete with grommets every 12" inches and center billow lip tab.			
59	6' high	Linear Feet	\$
60	9' high	Linear Feet	\$
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH - Work shall consist of removal and disposal of existing chain-link fence.			
61	Under 250'	Linear Feet	\$
62	Over 250'	Linear Feet	\$
GROUP I-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group II – FURNISH AND INSTALL TEMPORARY CHAIN LINK FENCE GALVANIZED			
TEMPORARY CHAIN LINK FENCE GALVANIZED – Using 1 5/8" line post, top #9 gauge tension wire (price to include removal).			
Item	Description	U/M	Unit Cost
1	6' high	Linear Feet	\$
2	8' high	Linear Feet	\$
TEMPORARY DOUBLE GATES AND SINGLE GATES. To include hardware, posts, and lock hasp.			
3	6'x6' single gate	Each	\$
4	6'x20' double gate	Each	\$
5	8'x6' single gate	Each	\$
6	8'x20' double gate	Each	\$
GROUP II-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group III – FURNISH AND INSTALL BOLLARDS**STATIONARY BOLLARD POSTS** – Schedule 40 pipe painted OSHA yellow filled with concrete 4' above ground.

Item	Description	U/M	Unit Cost
1	24"H x 4" Round	Each	\$
2	36"H x 4" Round	Each	\$
3	42"H x 4" Round	Each	\$
4	24"H x 5" Round	Each	\$
5	36"H x 5" Round	Each	\$
6	42"H x 5" Round	Each	\$
7	24"H x 6" Round	Each	\$
8	36"H x 6" Round	Each	\$
9	42"H x 6" Round	Each	\$
REMOVABLE BOLLARD WITH BOTTOM SLEEVE. Schedule 40 pipe			
10	24"H x 4" Round	Each	\$
11	36"H x 4" Round	Each	\$
12	42"H x 4" Round	Each	\$
13	24"H x 5" Round	Each	\$
14	36"H x 5" Round	Each	\$
15	42"H x 5" Round	Each	\$
16	24"H x 6" Round	Each	\$
17	36"H x 6" Round	Each	\$
18	42"H x 6" Round	Each	\$
GROUP III-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group IV – CORE DRILLING UP TO 12" THICK SLAB

Item	Description	U/M	Unit Cost*
1	2" Hole	Each	\$
2	3" Hole	Each	\$
3	4" Hole	Each	\$
4	6" Hole	Each	\$
5	8" Hole	Each	\$
GROUP IV-TOTAL			\$

*Unit cost must include all labor, transportation, materials, tools, and equipment necessary to provide core drilling services.

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

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Group V – MISCELLANEOUS ON SITE WELDING GALVANIZED, ALUMINUM, OR STEEL				
Item	Description	Annual Estimated Quantity ¹	U/M	Unit Cost*
1	Hour Rate – Regular (per Individual)	100	Hourly Rate	\$
2	Hour Rate – Non Regular (per Individual)	100	Hourly Rate	\$
GROUP V-TOTAL				\$

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide welding services.

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group VI – FURNISH AND INSTALL PICKET FENCE			
ALUMINUM PICKET FENCE – With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$
1b	Over 250'	Linear Feet	\$
2	5' high		
2a	Up to 250'	Linear Feet	\$
2b	Over 250'	Linear Feet	\$
3	6' high		
3a	Up to 250'	Linear Feet	\$
3b	Over 250'	Linear Feet	\$
4	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$
ALUMINUM SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
5	4' high	Linear Feet	\$
6	5' high	Linear Feet	\$
7	6' high	Linear Feet	\$
8	8' high	Linear Feet	\$
9	10' high	Linear Feet	\$
GALVANIZED PICKET FENCE – With all material .125 galvanized mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.			
10	4' high		
10a	Up to 250'	Linear Feet	\$
10b	Over 250'	Linear Feet	\$
11	5' high		
11a	Up to 250'	Linear Feet	\$
11b	Over 250'	Linear Feet	\$
12	6' high		
12a	Up to 250'	Linear Feet	\$
12b	Over 250'	Linear Feet	\$

13	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$
GALVANIZED SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
14	4' high	Linear Feet	\$
15	5' high	Linear Feet	\$
16	6' high	Linear Feet	\$
17	8' high	Linear Feet	\$
18	10' high	Linear Feet	\$
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing picket fence.			
19	Under 250'	Linear Feet	\$
20	Over 250'	Linear Feet	\$
GROUP VI - TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group VII – FURNISH AND INSTALL WOOD FENCE			
All materials pressure treated yellow pine #2 grade nailed with ring shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6' dog ear. When feasible, the wood shall be Forest Stewardship Council (FSC) certified.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 100'	Linear Feet	\$
1b	Up to 200'	Linear Feet	\$
1c	Over 200'	Linear Feet	\$
2	6' high		
2a	Up to 100'	Linear Feet	\$
2b	Up to 200'	Linear Feet	\$
2c	Over 200'	Linear Feet	\$
3	Additional cost for board to board or shadow box model	Linear Feet	\$
SINGLE OR DOUBLE GATES – With strap hinge and standard lock hasp.			
4	4' high	Linear Feet	\$
5	6' high	Linear Feet	\$
6	Additional cost for board to board or shadow box model	Linear Feet	\$
7	10' high	Linear Feet	\$
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing wood fence.			
8	Under 250'	Linear Feet	\$
9	Over 250'	Linear Feet	\$
GROUP VII - TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group VIII – FURNISH AND INSTALL SAND FENCE

Slats shall be constructed of No.1 Aspen pickets ($\frac{3}{8}$ " x $1\frac{1}{2}$ " x 48"), slats shall be spaced 2 $\frac{1}{4}$ " apart plus or minus $\frac{1}{4}$ ", woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

Item	Description	U/M	Unit Cost
1	50 Linear Feet Dunne Fence (rolls)		
1a	Up to 100	Roll	\$
1b	Over 100	Roll	\$
Sand fence installed onto 4"X4"X8' pressure treated woods posts			
2	Up to 5,000'	Linear Feet	\$
3	Over 5,000'	Linear Feet	\$
GROUP VIII -TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group IX – FURNISH AND INSTALL PLASTIC FENCE

Fencing constructed from recovered and postconsumer high-density polyethylene (HDPE) in an open-weave pattern or from wood slats held together with wire strands. Plastic fencing shall follow Environmental Protection Agency (EPA) standards specifically covering plastic fencing containing recovered plastic.

Item	Description	U/M	Unit Cost
1	4' high	Linear Feet	\$
2	5' high	Linear Feet	\$
3	6' high	Linear Feet	\$
4	8' high	Linear Feet	\$
5	10' high	Linear Feet	\$
GROUP IX-TOTAL			\$

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group X – MISCELLANEOUS WORK

Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.

Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$
2	5' high	Linear Feet	\$
3	6' high	Linear Feet	\$
4	8' high	Linear Feet	\$
5	10' high	Linear Feet	\$
Pressure wash and spray paint existing aluminum or galvanized picket fences.			
6	4' high	Linear Feet	\$
7	5' high	Linear Feet	\$
8	6' high	Linear Feet	\$
9	8' high	Linear Feet	\$
10	10' high	Linear Feet	\$
11	20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black). Cost includes all equipment, materials, supervision, labor, and delivery installed complete.		
11a	Every 10' (up to 100')	Each	\$
11b	Every 10' (up to 300')	Each	\$

1c	Every 10' (up to 500')	Each	\$
12	Netting (Black) installed 20' high skirt system attached across each 10' post. Net material $\frac{3}{8}$ " rope barrier, 125 lb. polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, supervision, labor, and delivery, installed complete.		
12a	10' across x 20' high (up to 100')	Linear Feet	\$
12b	10' across x 20' high (up to 300')	Linear Feet	\$
12c	10' across x 20' high (up to 500')	Linear Feet	\$
GROUP XI -TOTAL			\$

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide miscellaneous services.

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Group XI – EMERGENCY WORK			
In case of a hurricane, the City will ask the Contractor, within 48 hours, to remove and to store on site windscreens on standard fences at baseball fields or tennis courts and to reinstall at City's request.			
Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$
2	5' high	Linear Feet	\$
3	6' high	Linear Feet	\$
4	8' high	Linear Feet	\$
5	10' high	Linear Feet	\$
6	12' high	Linear Feet	\$
GROUP XIII -TOTAL			\$

*Unit cost must include all labor, supervision, transportation, materials, tools, tie straps and other equipment necessary to provide emergency fencing services.

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

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GROUP XII TIME AND MATERIAL COSTS FOR ADDITIONAL GOODS OR SERVICES NOT SPECIFIED

Item	Description	Annual Estimated Quantity ¹	U / M	Unit Cost	Total (Quantity_X_Unit_Cost)
1	Hourly Rate – Regular	75	Hourly Rate	\$	\$
2	Hourly Rate – Non Regular	500	Hourly Rate	\$	\$
SUB-TOTAL – LABOR					\$
Item	Description	Estimated Annual Cost ¹	% Mark –up (See Appendix D Section 5.1)	Total Cost (Estimated Annual Cost_X_% Mark - up)	
3	Administrative Mark-up for Parts and Supplies	\$5,000	%	\$	
SUB-TOTAL – PARTS & SUPPLIES					\$
GROUP XII -GRAND TOTAL (ITEMS 1-3)					\$

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$_____ per order, if applicable.

Bidder's Affirmation	
Company:	
Authorized Representative:	
Address:	
Telephone:	
Email:	
Authorized Representative's Signature:	

APPENDIX F

MIAMI BEACH

Insurance Requirements

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
4. Excess Liability - \$.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
6. Other Insurance as indicated:
- | | |
|-------------------------------------------|--------------------------|
| <u> </u> Builders Risk completed value | \$ <u> </u> .00 |
| <u> </u> Liquor Liability | \$ <u> </u> .00 |
| <u> </u> Fire Legal Liability | \$ <u> </u> .00 |
| <u> </u> Protection and Indemnity | \$ <u> </u> .00 |
| <u> </u> Employee Dishonesty Bond | \$ <u> </u> .00 |
| <u> </u> Other | \$ <u> </u> .00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

ATTACHMENT C

CONSULTANTS RESPONSE TO THE (ITB)

APPENDIX A

MIAMI BEACH

Proposal Certification, Questionnaire & Requirements Affidavit

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

Solicitation No: 2018-034-ND	Solicitation Title: Fencing Services	
Procurement Contact: Natalia Delgado	Tel: 305-673-7000 x6263	Email: nataliadelgado@miamibeachfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. This Proposal Certification, Questionnaire and Requirements Affidavit Form is a **REQUIRED FORM** that must be submitted fully completed and executed.

1. General Proposer Information.

FIRM NAME: Ronald Gibbons Corp	
NO OF YEARS IN BUSINESS: 45	NO OF YEARS IN BUSINESS LOCALLY: 45
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: None	
FIRM PRIMARY ADDRESS (HEADQUARTERS): 19821 NW 2nd Avenue#392	
CITY: Miami Gardens	
STATE: Florida	ZIP CODE: 33169
TELEPHONE NO.: 305-652-5845	
TOLL FREE NO.:	
XXX Email: RMGINC.EST@COMCAST.NET	
FIRM LOCAL ADDRESS: 19821 NW 2nd Avenue#392	
CITY: Miami Gardens	
STATE: Florida	ZIP CODE: 33169
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Ronald Gibbons	
ACCOUNT REP TELEPHONE NO.: 305-652-5845	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL: RMGINC.EST@COMCAST.NET	
FEDERAL TAX IDENTIFICATION NO.: 47-2401406	

The City reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the City deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
☐ YES ☒ NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Financial Capacity.** When requested by the City, each Proposer shall arrange for Dun & Bradstreet to submit a Supplier Qualification Report (SQR) directly to the Procurement Contact named herein. No proposal will be considered without receipt, by the City, of the SQR directly from Dun & Bradstreet. The cost of the preparation of the SQR shall be the responsibility of the Proposer. The Proposer shall request the SQR report from D&B at:

<https://supplierportal.dnb.com/webapp/wcs/stores/servlet/SupplierPortal?storeId=11696>

Proposers are responsible for the accuracy of the information contained in its SQR. It is highly recommended that each Proposer review the information contained in its SQR for accuracy prior to submittal to the City and as early as possible in the solicitation process. For assistance with any portion of the SQR submittal process, contact Dun & Bradstreet at 800-424-2495.

SUBMITTAL REQUIREMENT: Proposer shall request that Dun & Bradstreet submit its Supplier Qualifier Report directly to the City, with bid or within 2 days of request.

3. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Further, all Proposers must disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the City of Miami Beach. Proposers must also disclose the name of any City employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

4. **References & Past Performance.** Proposer shall submit at least three (3) references for whom the Proposer has completed work similar in size and nature as the work referenced in solicitation.

SUBMITTAL REQUIREMENT: For each reference submitted, the following information is required: 1) Firm Name, 2) Contact Individual Name & Title, 3) Address, 4) Telephone, 5) Contact's Email and 6) Narrative on Scope of Services Provided.

5. **Suspension, Debarment or Contract Cancellation.** Has Proposer ever been debarred, suspended or other legal violation, or had a contract cancelled due to non-performance by any public sector agency?

☐ YES ☒ NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

6. **Vendor Campaign Contributions.** Proposers are expected to be or become familiar with, the City's Campaign Finance Reform laws, as codified in Sections 2-487 through 2-490 of the City Code. Proposers shall be solely responsible for ensuring that all applicable provisions of the City's Campaign Finance Reform laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including disqualification of their Proposals, in the event of such non-compliance.

SUBMITTAL REQUIREMENT: Submit the names of all individuals or entities (including your sub-consultants) with a controlling financial interest as defined in solicitation. For each individual or entity with a controlling financial interest indicate whether or not each individual or entity has contributed to the campaign either directly or indirectly, of a candidate who has been elected to the office of Mayor or City Commissioner for the City of Miami Beach.

7. **Code of Business Ethics.** Pursuant to City Resolution No.2000-23879, each person or entity that seeks to do business with the City shall adopt a Code of Business Ethics ("Code") and submit that Code to the Procurement Department with its proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics

provision of the City of Miami Beach and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the City of Miami Beach Code of Ethics, available at www.miamibeachfl.gov/procurement/.

8. **Living Wage** Pursuant to Section 2-408 of the City of Miami Beach Code, as same may be amended from time to time, covered employees shall be paid the required living wage rates listed below:

1. ~~Effective January 1, 2018, covered employees must be paid a living wage rate of no less than \$11.62 per hour with health care benefits of at least \$2.26 per hour, or a living wage rate of no less than \$13.88 per hour without health care benefits.~~
2. ~~Effective January 1, 2019, covered employees must be paid a living wage rate of no less than \$11.70 per hour with health care benefits of at least \$2.74 per hour, or a living wage rate of no less than \$14.44 per hour without health care benefits.~~
3. ~~Effective January 1, 2020, covered employees must be paid a living wage rate of no less than \$11.78 per hour with health care benefits of at least \$3.22 per hour, or a living wage rate of no less than \$15.00 per hour without health care benefits.~~

~~The living wage rate and health care benefits rate may, by Resolution of the City Commission be indexed annually for inflation using the Consumer Price Index for all Urban Consumers (CPI-U) Miami/Ft. Lauderdale, issued by the U.S. Department of Labor's Bureau of Labor Statistics. Notwithstanding the preceding, no annual index shall exceed three percent (3%). The City may also, by resolution, elect not to index the living wage rate in any particular year, if it determines it would not be fiscally sound to implement same (in a particular year).~~

~~Proposer's failure to comply with this provision shall be deemed a material breach under this proposal, under which the City may, at its sole option, immediately deem said Proposer as non-responsive, and may further subject Proposer to additional penalties and fines, as provided in the City's Living Wage Ordinance, as amended. Further information on the Living Wage requirement is available at www.miamibeachfl.gov/procurement/.~~

SUBMITTAL REQUIREMENT: ~~No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees to the living wage requirement.~~

9. **Equal Benefits for Employees with Spouses and Employees with Domestic Partners.** When awarding competitively solicited contracts valued at over \$100,000 whose contractors maintain 51 or more full time employees on their payrolls during 20 or more calendar work weeks, the Equal Benefits for Domestic Partners Ordinance 2005-3494 requires certain contractors doing business with the City of Miami Beach, who are awarded a contract pursuant to competitive proposals, to provide "Equal Benefits" to their employees with domestic partners, as they provide to employees with spouses. The Ordinance applies to all employees of a Contractor who work within the City limits of the City of Miami Beach, Florida; and the Contractor's employees located in the United States, but outside of the City of Miami Beach limits, who are directly performing work on the contract within the City of Miami Beach.

- A. Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees?
☐ YES ☒ NO
- B. Does your company provide or offer access to any benefits to employees with (same or opposite sex) domestic partners* or to domestic partners of employees?
☐ YES ☒ NO
- C. Please check all benefits that apply to your answers above and list in the "other" section any additional benefits not already specified. Note: some benefits are provided to employees because they have a spouse or domestic partner, such as bereavement leave; other benefits are provided directly to the spouse or domestic partner, such as medical insurance.

BENEFIT	Firm Provides for Employees with Spouses	Firm Provides for Employees with Domestic Partners	Firm does not Provide Benefit
Health			
Sick Leave			
Family Medical Leave			
Bereavement Leave			

If Proposer cannot offer a benefit to domestic partners because of reasons outside your control, (e.g., there are no insurance providers in your area willing to offer domestic partner coverage) you may be eligible for Reasonable Measures compliance. To comply on this basis, you must agree to pay a cash equivalent and submit a completed Reasonable Measures Application (attached) with all necessary documentation. Your Reasonable Measures Application will be reviewed for consideration by the City Manager, or his designee. Approval is not guaranteed and the City Manager's decision is final. Further information on the Equal Benefits requirement is available at www.miamibeachfl.gov/procurement/scroll.aspx?id=79113.

10. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that 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 proposal, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a proposal, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

11. **Non-Discrimination.** Pursuant to City Ordinance No.2016-3990, the City shall not enter into a contract with a business unless the business represents that it does not and will not engage in a boycott as defined in Section 2-375(a) of the City Code, including the blacklisting, divesting from, or otherwise refusing to deal with a person or entity when such action is based on race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital or familial status, age or disability.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Section 2-375 of the City of Miami Beach City Code.

12. **Moratorium on Travel to and the Purchase of Goods or Services from North Carolina and Mississippi.** Pursuant to Resolution 2016-29375, the City of Miami Beach, Florida, prohibits official City travel to the states of North Carolina and Mississippi, as well as the purchase of goods or services sourced in North Carolina and Mississippi. Proposer shall agree that no travel shall occur on behalf of the City to North Carolina or Mississippi, nor shall any product or services it provides to the City be sourced from these states.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees it is and shall remain in full compliance with Resolution 2016-29375.

13. **Fair Chance Requirement.** Pursuant to Section 2-376 of the City Code, the City shall not enter into any contract resulting from a competitive solicitation, unless the proposer certifies in writing that the business has adopted and employs written policies, practices, and standards that are consistent with the City's Fair Chance Ordinance, set forth in Article V of Chapter 62 of the City Code ("Fair Chance Ordinance"), and which, among other things, (i) prohibits City contractors, as an employer, from inquiring about an applicant's criminal history until the applicant is given a conditional offer of employment; (ii) prohibits advertising of employment positions with a statement that an individual with a criminal record may not apply for the position, and (iii) prohibits placing a statement on an employment application that a person with a criminal record may not apply for the position.

SUBMITTAL REQUIREMENT: No additional submittal is required at this time. By virtue of executing this affidavit, Proposer certifies that it has adopted policies, practices and standards consistent with the City's Fair Chance Ordinance. Proposer agrees to provide the City with supporting documentation evidencing its compliance upon request. Proposer further agrees that any breach of the representations made herein shall constitute a material breach of contract, and shall entitle the City to the immediate termination for cause of the agreement, in addition to any damages that may be available at law and in equity.

14. **Acknowledgement of Addendum.** After issuance of solicitation, the City may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The City will strive to reach every Proposer having received solicitation through the City's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the City pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addenda may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
R.G	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

The remainder of this page was left intentionally blank.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the City of Miami Beach (the "City") for the recipient's convenience. Any action taken by the City in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the City.

In its sole discretion, the City may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the City may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the City in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The City does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with City officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the City without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the City or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The City shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the City pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The City and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the City for any reason, or for no reason, without any resultant liability to the City.

The City is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the City shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the City has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the City of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the City any liability arising out of this solicitation, or any response thereto, or any action or inaction by the City with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the City.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

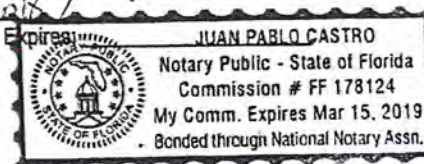
PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other Proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <u>RONALD M. GIBBONS, PRESIDENT</u>	Title of Proposer's Authorized Representative: <u>PRESIDENT</u>
Signature of Proposer's Authorized Representative: 	Date: <u>1-18-18</u>

State of FL)
County of Brevard)
On this 18 day of January, 2018 personally
appeared before me Ronald M. Gibbons who
stated that (s)he is the Pres.
of _____, a corporation, and that the instrument was signed in behalf of
the said corporation by authority of its board of directors and acknowledged said
instrument to be its voluntary act and deed. Before me:

Notary Public for the 18 of
My Commission Expires 12/15/2019



RONALD GIBBONS, CORP

(SINCE 1972)

FENCE CONTRACTORS

LICENSED & INSURED CC#9356

19821 NW 2ND AVE. MIAMI, FL 33169

.WOOD

TEL:(305)652-5845

.CHAIN LINK

.IRON

EMAIL: rmginc.est@comcast.net

.WALLS

.ELECTRICAL GATE OPERATORS

.COMMERCIAL & RESIDENTIAL

.STEEL PICKET. ALUMINUM

.CUSTOM

Please find below list of references:

**1.Project Name: SR(US-1)From MM 108.5 To MM 116 Fencing Miami Dade
Dade & Monroe County**

Project Owner: FDOT

General Contractor: Weekley Asphalt Paving, Inc.

Contact Name: Bob Brinkman, PM

Phone Number: 954-680-8005

Email:bob@weekleyasp.com

Approximate Subcontract Value :\$345,000.00

Description: Black Vinyl Chain Link Fence System

**2. Project Name: Jessie McCrary Elementary School
514 NW 77 Street, Miami FL 33150**

Project Owner: Miami Dade County Public Schools

General Contractor: Link Construction Group, Inc

Contact: Shawn Conn, PM

Phone Number:305-665-9826

Email:sconn@linkconstructiongroup.net

Approximate Subcontract Value:\$38,000.00

3.Project Name: Various sites

Project Owner: Various Owners

Property Manager:KBT2 Management, LLC
Contact Person: Kristin Bakkedahl, CAM
Phone Number:954-673-7001
Email:kb2mgmt@yahoo.com

RONALD GIBBONS, CORP

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FENCE CONTRACTORS

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.CUSTOM

TEL:(305)652-5845

EMAIL: rmginc.est@comcast.net

To Whom It May Concern,

**Ronald Gibbons Corp agree to abide by The City of Miami Beach Code Of Ethics
Resolution NO:2000-23879 as adopted on April 12, 2000**

Regards

Ronald M. Gibbons, President

01/18/2018

APPENDIX E

MIAMI BEACH

Cost Proposal Form

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

APPENDIX E COST PROPOSAL FORM

Failure to submit cost proposal form in its entirety and fully executed by the deadline established for the receipt of proposals will result in proposal being deemed non-responsive and being rejected.

Bidder affirms that the prices stated on the cost proposal 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 herein, and that no claim will be made on account of any increase in wage scales, material prices, delivery delays, taxes, insurance, cost indexes or any other unless a cost escalation provision is allowed herein and has been exercised by the City Manager in advance. The cost proposal form shall be completed mechanically or, if manually, in ink. **Cost proposal forms completed in pencil shall be deemed non-responsive.** All corrections on the cost proposal form shall be initialed.

Group I – FURNISH AND INSTALL CHAIN LINK FENCE

GALVANIZED CHAIN LINK FENCE - All framework schedule 40 pipe line post 2.5 OD, end/corner post 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, all fittings malleable, all fabric #9 gauge hot dip 1.2 ounces.

Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$ 9.00
1b	Over 250'	Linear Feet	\$ 9.00
2	5' high		
2a	Up to 250'	Linear Feet	\$ 9.25
2b	Over 250'	Linear Feet	\$ 9.10
3	6' high		
3a	Up to 250'	Linear Feet	\$ 12.50
3b	Over 250'	Linear Feet	\$ 12.30
4	8' high		
4a	Up to 250'	Linear Feet	\$ 15.70
4b	Over 250'	Linear Feet	\$ 15.95
5	10' high		
5a	Up to 250'	Linear Feet	\$ 19.95
5b	Over 250'	Linear Feet	\$ 18.95
6	12' high		
6a	Up to 250'	Linear Feet	\$ 23.00
6b	Over 250'	Linear Feet	\$ 22.50
CHAIN LINK GATES ALL GALVANIZED – Single leaf gates complete with posts.			
Note: when using double access gate, single gate item will be multiplied by 2 for correct gate size.			
7	4' high x 4' wide	Each	\$ 140.00
8	4' high x 6' wide	Each	\$ 150.00
9	4' high x 8' wide	Each	\$ 160.00
10	5' high x 4' wide	Each	\$ 160.00
11	5' high x 6' wide	Each	\$ 170.00
12	5' high x 8' wide	Each	\$ 180.00
13	6' high x 4' wide	Each	\$ 240.00
14	6' high x 6' wide	Each	\$ 260.00
15	6' high x 8' wide	Each	\$ 280.00

16	6' high x 10' wide	Each	\$ 290.00
17	6' high x 12' wide	Each	\$ 310.00
18	8' high	Linear Feet	\$ 36.00
19	10' high	Linear Feet	\$ 45.00
20	12' high	Linear Feet	\$ 54.00
END/CORNER POST – Schedule 40 pipe galvanized.			
21	4'	Each	\$ 20.00
22	5'	Each	\$ 20.00
23	6'	Each	\$ 75.00
24	7'	Each	\$ 20.00
25	8'	Each	\$ 100.00
26	9'	Each	\$ 10.00
27	10'	Each	\$ 120.00
28	11'	Each	\$ 45.00
29	12'	Each	\$ 120.00
VINYL COATED CHAIN LINK FENCE - All frame work schedule 40 pipe with vinyl coating, line post 2.5 OD, end/corner posts 3" OD, top rail 1 5/8" OD, bottom tension wire #7 gauge, fabric #9 gauge core with #6 gauge vinyl finish.			
30	4' high		
30a	Up to 250'	Linear Feet	\$ 10.00
30b	Over 250'	Linear Feet	\$ 10.90
31	5' high		
31a	Up to 250'	Linear Feet	\$ 11.00
31b	Over 250'	Linear Feet	\$ 10.50
32	6' high		
32a	Up to 250'	Linear Feet	\$ 15.00
32b	Over 250'	Linear Feet	\$ 14.30
33	8' high		
33a	Up to 250'	Linear Feet	\$ 19.90
33b	Over 250'	Linear Feet	\$ 19.00
34	10' high		
34a	Up to 250'	Linear Feet	\$ 26.50
34b	Over 250'	Linear Feet	\$ 25.50
35	12' high		
35a	Up to 250'	Linear Feet	\$ 28.50
35b	Over 250'	Linear Feet	\$ 28.00
CHAIN LINK GATES ALL VINYL COATED – Single leaf gate complete with posts.			
36	4' high x 4' wide	Each	\$ 150.00
37	4' high x 6' wide	Each	\$ 170.00
38	4' high x 8' wide	Each	\$ 180.00
39	5' high x 4' wide	Each	\$ 210.00
40	5' high x 6' wide	Each	\$ 220.00
41	5' high x 8' wide	Each	\$ 230.00
42	6' high x 4' wide	Each	\$ 235.00

43	6' high x 6' wide	Each	\$ 200.00
44	6' high x 8' wide	Each	\$ 210.00
45	6' high x 10' wide	Each	\$ 240.00
46	6' high x 12' wide	Each	\$ 260.00
47	8' high	Linear Feet	\$ 70.00
48	10' high	Linear Feet	\$ 80.00
49	12' high	Linear Feet	\$ 88.00
END/CORNER POST – Schedule 40 pipe vinyl coated.			
50	4'	Each	\$ 20.00
51	5'	Each	\$ 20.00
52	6'	Each	\$ 90.00
53	7'	Each	\$ 20.00
54	8'	Each	\$ 115.00
55	9'	Each	\$ 10.00
56	10'	Each	\$ 135.00
57	11'	Each	\$ 40.00
58	12'	Each	\$ 155.00
WIND SCREEN BLUE OR GREEN 75% BLOCK. Green or blue with half-moon vents every 10'. All pieces shall be hemmed and have grommets on all four sides. Complete with grommets every 12" inches and center billow lip tab.			
59	6' high	Linear Feet	\$ 3.50
60	9' high	Linear Feet	\$ 7.80
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH - Work shall consist of removal and disposal of existing chain-link fence.			
61	Under 250'	Linear Feet	\$ 4.00
62	Over 250'	Linear Feet	\$ 3.00
GROUP I-TOTAL			\$6,567.60

Minimum Order Service Charge for orders less than \$500. \$ 400.00 per order, if applicable.

Group II – FURNISH AND INSTALL TEMPORARY CHAIN LINK FENCE GALVANIZED			
TEMPORARY CHAIN LINK FENCE GALVANIZED – Using 1 5/8" line post, top #9 gauge tension wire (price to include removal).			
Item	Description	U/M	Unit Cost
1	6' high	Linear Feet	\$ 3.50
2	8' high	Linear Feet	\$ 5.50
TEMPORARY DOUBLE GATES AND SINGLE GATES. To include hardware, posts, and lock hasp.			
3	6'x6' single gate	Each	\$ 80.00
4	6'x20' double gate	Each	\$ 200.00
5	8'x6' single gate	Each	\$ 100.00
6	8'x20' double gate	Each	\$ 300.00
GROUP II-TOTAL			\$ 689.00

Minimum Order Service Charge for orders less than \$500. \$ 400.00 per order, if applicable.

Group III – FURNISH AND INSTALL BOLLARDS			
STATIONARY BOLLARD POSTS – Schedule 40 pipe painted OSHA yellow filled with concrete 4" above ground.			
Item	Description	U/M	Unit Cost
1	24"H x 4" Round	Each	\$ 160.00
2	36"H x 4" Round	Each	\$ 240.00
3	42"H x 4" Round	Each	\$ 280.00
4	24"H x 5" Round	Each	\$ 250.00
5	36"H x 5" Round	Each	\$ 300.00
6	42"H x 5" Round	Each	\$ 325.00
7	24"H x 6" Round	Each	\$ 260.00
8	36"H x 6" Round	Each	\$ 312.00
9	42"H x 6" Round	Each	\$ 338.00
REMOVABLE BOLLARD WITH BOTTOM SLEEVE. Schedule 40 pipe			
10	24"H x 4" Round	Each	\$ 320.00
11	36"H x 4" Round	Each	\$ 480.00
12	42"H x 4" Round	Each	\$ 560.00
13	24"H x 5" Round	Each	\$ 500.00
14	36"H x 5" Round	Each	\$ 600.00
15	42"H x 5" Round	Each	\$ 650.00
16	24"H x 6" Round	Each	\$ 520.00
17	36"H x 6" Round	Each	\$ 624.00
18	42"H x 6" Round	Each	\$ 676.00
GROUP III-TOTAL			\$ 7,395.00

Minimum Order Service Charge for orders less than \$500. \$ 480.00 per order, if applicable.

Group IV – CORE DRILLING UP TO 12" THICK SLAB			
Item	Description	U/M	Unit Cost*
1	2" Hole	Each	\$ 10.00
2	3" Hole	Each	\$ 12.00
3	4" Hole	Each	\$ 14.00
4	6" Hole	Each	\$ 20.00
5	8" Hole	Each	\$ 45.00
GROUP IV-TOTAL			\$ 101.00

*Unit cost must include all labor, transportation, materials, tools, and equipment necessary to provide core drilling services.

Minimum Order Service Charge for orders less than \$500. \$ 500.00 per order, if applicable.

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Group V – MISCELLANEOUS ON SITE WELDING GALVANIZED, ALUMINUM, OR STEEL

Item	Description	Annual Estimated Quantity ¹	U/M	Unit Cost*
1	Hour Rate – Regular (per Individual)	100	Hourly Rate	\$ 40.00
2	Hour Rate – Non Regular (per Individual)	100	Hourly Rate	\$ 50.00
GROUP V-TOTAL				\$ 90.00

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide welding services.

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$ 420.00 per order, if applicable.

Group VI – FURNISH AND INSTALL PICKET FENCE

ALUMINUM PICKET FENCE – With all material .125 aluminum mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 250'	Linear Feet	\$ 28.00
1b	Over 250'	Linear Feet	\$ 25.00
2	5' high		
2a	Up to 250'	Linear Feet	\$ 32.00
2b	Over 250'	Linear Feet	\$ 28.50
3	6' high		
3a	Up to 250'	Linear Feet	\$ 39.50
3b	Over 250'	Linear Feet	\$ 39.00
4	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$ 2.00

ALUMINUM SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.

5	4' high	Linear Feet	\$ 45.00
6	5' high	Linear Feet	\$ 45.00
7	6' high	Linear Feet	\$ 61.00
8	8' high	Linear Feet	\$ 74.00
9	10' high	Linear Feet	\$ 93.00

GALVANIZED PICKET FENCE – With all material .125 galvanized mill finish, line posts 2"x2", vertical pickets up to 1" top and bottom runners 1"x2" u channel all powder coated standard colors white, black, green, and bronze.

10	4' high		
10a	Up to 250'	Linear Feet	\$ 25.00
10b	Over 250'	Linear Feet	\$ 24.00
11	5' high		
11a	Up to 250'	Linear Feet	\$ 27.00
11b	Over 250'	Linear Feet	\$ 26.50
12	6' high		
12a	Up to 250'	Linear Feet	\$ 48.00
12b	Over 250'	Linear Feet	\$ 46.00

13	Additional Cost for Rounded Top Cap Instead of U Channel	Linear Feet	\$ 2.00
GALVANIZED SWING GATES – To include hardware, posts, and lock hasp. Single or double gate.			
14	4' high	Linear Feet	\$ 40.00
15	5' high	Linear Feet	\$ 45.00
16	6' high	Linear Feet	\$ 72.00
17	8' high	Linear Feet	\$ 80.00
18	10' high	Linear Feet	\$ 90.00
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing picket fence.			
19	Under 250'	Linear Feet	\$ 3.00
20	Over 250'	Linear Feet	\$ 3.00
GROUP VI - TOTAL			\$ 1,043.50

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group VII – FURNISH AND INSTALL WOOD FENCE			
All materials pressure treated yellow pine #2 grade nailed with ring shank nails standard model (Stockade) vertical posts 4"x4", horizontal runners 2"x4", vertical slots 1"x6"x6" dog ear. When feasible, the wood shall be Forest Stewardship Council (FSC) certified.			
Item	Description	U/M	Unit Cost
1	4' high		
1a	Up to 100'	Linear Feet	\$ 8.00
1b	Up to 200'	Linear Feet	\$ 7.00
1c	Over 200'	Linear Feet	\$ 6.00
2	6' high		
2a	Up to 100'	Linear Feet	\$ 19.00
2b	Up to 200'	Linear Feet	\$ 17.00
2c	Over 200'	Linear Feet	\$ 16.00
3	Additional cost for board to board or shadow box model	Linear Feet	\$ 2.00
SINGLE OR DOUBLE GATES – With strap hinge and standard lock hasp.			
4	4' high	Linear Feet	\$ 20.00
5	6' high	Linear Feet	\$ 30.00
6	Additional cost for board to board or shadow box model	Linear Feet	\$ 2.00
7	10' high	Linear Feet	\$ 35.00
FENCE REMOVAL AND DISPOSAL UP TO 10' HIGH. Work shall consist of removal and disposal of existing wood fence.			
8	Under 250'	Linear Feet	\$ 5.00
9	Over 250'	Linear Feet	\$ 4.00
GROUP VII - TOTAL			\$ 171.00

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group VIII – FURNISH AND INSTALL SAND FENCE

Slats shall be constructed of No.1 Aspen pickets ($\frac{3}{8}$ " x 1 $\frac{1}{2}$ " x 48"), slats shall be spaced 2 $\frac{1}{4}$ " apart plus or minus $\frac{1}{4}$ ", woven with 5 double strands of 13-gauge galvanized wire. Standard fence is sold in 50' rolls, natural wood color to blend into the surrounding landscape without paint or stain to compromise the beach environment.

Item	Description	U/M	Unit Cost
1	50 Linear Feet Dunne Fence (rolls)		
1a	Up to 100	Roll	\$ 80.00
1b	Over 100	Roll	\$ 76.00
Sand fence installed onto 4"x4"x8' pressure treated woods posts			
2	Up to 5,000'	Linear Feet	\$ 7.00
3	Over 5,000'	Linear Feet	\$ 6.75
GROUP VIII -TOTAL			\$ 169.75

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group IX – FURNISH AND INSTALL PLASTIC FENCE

Fencing constructed from recovered and postconsumer high-density polyethylene (HDPE) in an open-weave pattern or from wood slats held together with wire strands. Plastic fencing shall follow Environmental Protection Agency (EPA) standards specifically covering plastic fencing containing recovered plastic.

Item	Description	U/M	Unit Cost
1	4' high	Linear Feet	\$ 7.05
2	5' high	Linear Feet	\$ 8.82
3	6' high	Linear Feet	\$ 10.60
4	8' high	Linear Feet	\$ 17.90
5	10' high	Linear Feet	\$ 22.40
GROUP IX-TOTAL			\$ 66.77

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Group X – MISCELLANEOUS WORK

Pressure wash and electrostatic paint existing aluminum or galvanized picket fences.

Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$ 6.00
2	5' high	Linear Feet	\$ 7.00
3	6' high	Linear Feet	\$ 8.00
4	8' high	Linear Feet	\$ 9.00
5	10' high	Linear Feet	\$ 11.00
Pressure wash and spray paint existing aluminum or galvanized picket fences.			
6	4' high	Linear Feet	\$ 5.75
7	5' high	Linear Feet	\$ 6.75
8	6' high	Linear Feet	\$ 7.75
9	8' high	Linear Feet	\$ 8.75
10	10' high	Linear Feet	\$ 10.75
11	20' high metal line post, 3" diameter installed in concrete footer 14" wide x 36" deep, with top and bottom rails, including electrostatic paint (green or black). Cost includes all equipment, materials, supervision, labor, and delivery installed complete.		
11a	Every 10' (up to 100')	Each	\$ 290.00
11b	Every 10' (up to 300')	Each	\$ 285.00

1c	Every 10' (up to 500')	Each	\$ 280.00
12	Netting (Black) installed 20' high skirt system attached across each 10' post. Net material 3/8' rope barrier, 125 lb, polyester netting, high temperature jet dyed UV coated (minimum 5-year warranty) installed over wire cable across top and bottom with Caribbean easy disconnect fasteners (for easy take down in case of storm). Cost includes all equipment, materials such as wire rope, aircraft cable, all netting hardware as required to attach to metal post, supervision, labor, and delivery, installed complete.		
12a	10' across x 20' high (up to 100')	Linear Feet	\$ 115.00
12b	10' across x 20' high (up to 300')	Linear Feet	\$ 110.00
12c	10' across x 20' high (up to 500')	Linear Feet	\$ 105.00
GROUP XI -TOTAL			\$ 1,265.75

*Unit cost must include all labor, set up, transportation, materials, tools, and equipment necessary to provide miscellaneous services.

Minimum Order Service Charge for orders less than \$500. \$ 850.00 per order, if applicable.

Group XI - EMERGENCY WORK			
In case of a hurricane, the City will ask the Contractor, within 48 hours, to remove and to store on site windscreens on standard fences at baseball fields or tennis courts and to reinstall at City's request.			
Item	Description	U/M	Unit Cost*
1	4' high	Linear Feet	\$ 1.50
2	5' high	Linear Feet	\$ 1.50
3	6' high	Linear Feet	\$ 2.50
4	8' high	Linear Feet	\$ 3.50
5	10' high	Linear Feet	\$ 4.50
6	12' high	Linear Feet	\$ 6.00
GROUP XIII -TOTAL			\$ 19.50

*Unit cost must include all labor, supervision, transportation, materials, tools, tie straps and other equipment necessary to provide emergency fencing services.

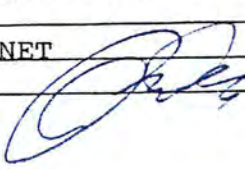
Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

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GROUP XII TIME AND MATERIAL COSTS FOR ADDITIONAL GOODS OR SERVICES NOT SPECIFIED					
Item	Description	Annual Estimated Quantity ¹	U / M	Unit Cost	Total (Quantity X Unit Cost)
1	Hourly Rate – Regular	75	Hourly Rate	\$ 60	\$ 4,500.00
2	Hourly Rate – Non Regular	500	Hourly Rate	\$ 80.00	\$ 40,000.00
SUB-TOTAL – LABOR					\$ 44,500.00
Item	Description	Estimated Annual Cost ¹	% Mark –up (See Appendix D Section 5.1)	Total Cost (Estimated Annual Cost X % Mark - up)	
3	Administrative Mark-up for Parts and Supplies	\$5,000	25 %	\$ 1,250.00	
SUB-TOTAL – PARTS & SUPPLIES					\$ 6,250.00
GROUP XII -GRAND TOTAL (ITEMS 1-3)					\$ 50,750.00

¹The estimated amounts stated herein are for calculation purposes only. Actual amounts may be greater or less than the estimated amounts.

Minimum Order Service Charge for orders less than \$500. \$ 700.00 per order, if applicable.

Bidder's Affirmation	
Company:	Ronald Gibbons Corp.
Authorized Representative:	Ronald Gibbons, <i>PROSTOENT</i>
Address:	19821 NW 2nd Avenue #392, Miami Gardens, FL 33169
Telephone:	305-652-5845
Email:	RMGINC.EST@COMCAST.NET
Authorized Representative's Signature:	



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
RONALD GIBBONS CORP.

Filing Information

Document Number P14000090644
FEI/EIN Number 47-2401406
Date Filed 11/03/2014
State FL
Status ACTIVE

Principal Address

19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Changed: 04/25/2016

Mailing Address

19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Changed: 04/25/2016

Registered Agent Name & Address

GIBBONS, RONALD M
19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Address Changed: 04/25/2016

Officer/Director Detail

Name & Address

Title President

GIBBONS, RONALD M
19821 NW 2nd Avenue
392
MIAMI GARDENS, FL 33169

Annual Reports

Report Year	Filed Date
2015	03/31/2015
2016	04/25/2016
2017	04/25/2017

Document Images

04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/25/2016 -- ANNUAL REPORT	View image in PDF format
03/31/2015 -- ANNUAL REPORT	View image in PDF format
11/03/2014 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

ATTACHMENT D

INSURANCE REQUIREMENTS

APPENDIX F

MIAMI BEACH

Insurance Requirements

ITB 2018-034-ND
Fencing Services

PROCUREMENT DEPARTMENT
1755 Meridian Avenue 3rd Floor
Miami Beach, Florida 33139

MIAMI BEACH

INSURANCE REQUIREMENTS

This document sets forth the minimum levels of insurance that the contractor is required to maintain throughout the term of the contract and any renewal periods.

- XXX 1. Workers' Compensation and Employer's Liability per the Statutory limits of the state of Florida.
- XXX 2. Comprehensive General Liability (occurrence form), limits of liability \$ 1,000,000.00 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. **Contractual Liability** and Contractual Indemnity (Hold harmless endorsement exactly as written in "insurance requirements" of specifications).
- XXX 3. Automobile Liability - \$1,000,000 each occurrence - owned/non-owned/hired automobiles included.
- ___ 4. Excess Liability - \$ _____.00 per occurrence to follow the primary coverages.
- XXX 5. The City must be named as and additional insured on the liability policies; and it **must** be stated on the certificate.
- ___ 6. Other Insurance as indicated:
- | | |
|-----------------------------------|-------------|
| ___ Builders Risk completed value | \$ _____.00 |
| ___ Liquor Liability | \$ _____.00 |
| ___ Fire Legal Liability | \$ _____.00 |
| ___ Protection and Indemnity | \$ _____.00 |
| ___ Employee Dishonesty Bond | \$ _____.00 |
| ___ Other | \$ _____.00 |
- XXX 7. Thirty (30) days written cancellation notice required.
- XXX 8. Best's guide rating B+:VI or better, latest edition.
- XXX 9. The certificate must state the proposal number and title

The City of Miami Beach is self-insured. Any and all claim payments made from self-insurance are subject to the limits and provisions of Florida Statute 768.28, the Florida Constitution, and any other applicable Statutes.

RESOLUTION NO. 17-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF MIAMI BEACH CONTRACT ITB 2018-034-ND FOR FENCING SERVICES; WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF MIAMI BEACH CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

WHEREAS, the Town of Miami Lakes (the “Town”) has several park facilities and small projects that have ongoing fence installation and repair needs; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the City of Miami Beach has successfully negotiated an agreement for fencing services with Ronald Gibbons Corporation, a copy of which is included in Exhibit “A” (the “Gibbons Contract”); and

WHEREAS, the Town Manager recommends the approval of the Gibbons Contract as being in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contracts.** The Town Council hereby approves the access of the City of Miami Beach Contract ITB 2018-034-ND with Ronald Gibbons, Corp. for fencing services, on an as-needed basis in an amount not to exceed budgeted funds.

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all steps necessary to utilize the City of Miami Beach Contract ITB 2018-034-ND with Ronald Gibbons, Corp. for fencing services. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contracts with Ronald Gibbons, Corp., for fencing services on an as-needed basis per budgeted funds.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contracts with Ronald Gibbons, Corp., for fencing services, on an as-needed basis per budgeted funds.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contracts in substantially the form attached hereto as Exhibits "A" with Ronald Gibbons, Corp., and to execute any required agreements and/or documents to implement the terms and conditions of the contracts and to execute any extension and/or amendments to the contracts, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, _____.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Town of Miami Lakes Piggy Back Agreement and City of
Miami Beach Contract ITB 2018-034-ND with Ronald Gibbons,
Corp.



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Alex Rey, Town Manager
Subject: Recommendation to Award a Work Order under Contract 2018-09, Miscellaneous Construction Engineering & Inspection Services, for CEI Services on the Safe Routes to School Miami Lakeway North/South Project
Date: 5/1/2018

Recommendation:

It is recommended that the Town Council authorize a Work Order to R.J. Behar & Company, Inc. ("RJB") under Contract 2018-09, Miscellaneous Construction Engineering & Inspection Services ("CEI"), for CEI Services on the Safe Routes to School - Miami Lakeway North/South Project in an amount not to exceed \$80,000, which includes the proposal amount of \$71,056.40 and a contingency amount of \$8,943.60, approximately ten percent (10%), for unforeseen circumstances. This work order proposal in the amount of \$71,056.40 is funded by the State as part of the Safe Routes to School program and the contingency will be funded from PTP 80% in Fiscal Year 2019, if needed.

Background:

In 2014, the Town was awarded a grant from the Florida Department of Transportation ("FDOT") through the Local Agency Program ("LAP") for a greenway trail along the east side of Miami Lakeway North/South between Miami Lakes K-8 and Miami Lakes Middle Schools. Design for this project included a meandering trail for bicyclists and pedestrians with high emphasis crosswalks and bollards to provide additional caution and limit access to motorized vehicles.

The Town received its recertification for LAP projects in February 2017, allowing the Town to perform all associated activities of the Federal-Aid Highway Program ("FHWA"), including, but not limited to, Title VI compliance, ADA compliance, grant management and fiscal accountability, procurement of professional service and construction administration in adherence to all federal and state requirements. This certification provides the Town access to federal monies through the LAP to fund local roadway improvement projects. LAP projects require compliance with federal law, which, among other things, requires the Town to utilize an FDOT approved construction engineering and inspection consultant to provide construction administration in accordance with LAP regulatory requirements.

Under Contract 2018-09, Miscellaneous CEI Services, the Town may issue work orders for project specific construction engineering and inspection services on an as-needed basis for current and future projects,

especially those projects utilizing federal funds.

The Town awarded a construction contract for this project to Star Paving Corp at the March 2018 Town Council Meeting. Before construction may commence, the Town must secure CEI services to ensure construction proceeds in accordance with federal regulation. Pursuant to Contract 2018-09, the Town requested a Work Order Proposal from R.J. Behar & Associates, Inc. (“RJB”) for CEI services on the Safe Routes to School Miami Lakeway North/South project. The final negotiated Work Order proposal price of \$71,056.40 includes construction administration, LAP compliance support and geotechnical field/lab testing for this project.

The original LAP agreement for this project provided \$30,000 for CEI services. The Town requested an additional \$49,154, for a total of \$79,154, from the FDOT, which included \$8,097 for post-design services from the engineer of record, \$71,056.40 for the Work Order proposal. FDOT approved the request and sent the Town a supplemental LAP agreement with the new amount of \$79,154 for execution. The contingency amount of \$8,943.60 will be funded from the Special Revenue Fund, People’s Transportation Plan (PTP 80%).

The Safe Routes to School Project design is complete and the construction contract was awarded at the April 2018 Council meeting. Construction of this project is expected to take approximately nine (9) months. Funds are budgeted for this project in the Capital Fund. The additional grant revenue will be recognized at year end prior to the expenditure of these funds.

ATTACHMENTS:

Description

Resolution

Work Order Proposal

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED WORK ORDER, UNDER CONTRACT NO. 2018-09 FOR MISCELLANEOUS CONSTRUCTION ENGINEERING AND INSPECTION SERVICES (“CEI”) FOR CEI SERVICES ON THE SAFE ROUTES TO SCHOOL – MIAMI LAKEWAY NORTH/SOUTH PROJECT, WITH R.J. BEHAR AND COMPANY, INC (“RJB”); AUTHORIZING THE TOWN MANAGER TO IMPLEMENT TERMS AND CONDITIONS OF CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE WORK ORDER; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, after undergoing a competitive bid process, the Town of Miami Lakes (the “Town”) during its February 2018 Town Council Meeting awarded contract 2018-09 to RJB, for CEI; and

WHEREAS, under contract 2018-09, the Town may issue work orders for specific construction engineering and inspection services on an as-needed basis for current and future projects; and

WHEREAS, in 2014 the Town was awarded a grant from the Florida Department of Transportation (“FDOT”) through the Local Agency Program (“LAP”) for the creation of a greenway trail along the east side of Miami Lakeway North/South between Miami Lakes K-8 and Miami Lakes Middle Schools; and

WHEREAS, the cost to provide necessary CEI services are seventy-one thousand fifty six dollars and 40/100 (\$71,056.40) with a contingency amount of eight thousand nine hundred forty-three 60/100 (\$8,943.60); and

WHEREAS, the original LAP agreement provided thirty thousand dollars and 00/100 (\$30,000.00) for CEI Services; and

WHEREAS, the Town requested and has received an additional forty-nine thousand one hundred fifty-four dollars and 00/100 (\$49,154.00) from LAP, for CEI Services, for a combined total of seventy-nine thousand one hundred fifty-four dollars and 00/100 (\$79,154.00); and

WHEREAS, the contingency will be funded by the Special Revenue Fund, People’s Transportation Plan for fiscal year 2019, if needed; and

WHEREAS, the Town Council finds that approval of work order for CEI Services under Contract 2018-09 between RJB and the Town in the amount eighty thousand dollars and 00/100 (\$80,000.00) for CEI Services.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of Services Under Contract 2018-09, Miscellaneous CEI Services. The Town Council hereby approves a work order for CEI Services between the Town and RJB pursuant to contract 2018-09, Miscellaneous CEI Services in an amount of seventy one thousand fifty six dollars and 40/100 (\$71,056.40), with a contingency in the amount of eight thousand nine hundred forty-three dollars and 60/100 (\$8,943.60).

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the work order with RJB for CEI Services.

Section 4. Execution of the Contract. The Town Manager is authorized to execute, a Work Order in the amount of eighty thousand dollars and 00/100 (\$80,000.00), and to execute any required agreements and/or documents to implement the terms and conditions of the Work Order, subject to approval as to form and legality by the Town Attorney.

Section 5. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds in an amount of seventy-one thousand fifty-six dollars and 40/100 (\$71,056.40), and expend Special Revenue Fund, People's Transportation Plan Fund's for contingency in the amount of eight thousand nine hundred forty-three dollars and 60/100 (\$8,943.60), if needed, for CEI Services to fulfill a Work Order with RJB pursuant to Contract No. 2018-09, for CEU Services on the Safe Routes to School Miami Lakeway North/South Project.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

***** THIS PORTION HAS BEEN INTENTIONALLY LEFT BLANK *****

Passed and adopted this 1st day of May 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY



R.J.Behar & Company, Inc.
Engineers • Planners

7850 NW 146th Street, Suite 504
Miami Lakes, FL 33016

Consultant Project Proposal

April 5, 2018

Mr. Thomas Fossler
Procurement Manager
Town of Miami Lakes
6601 Main Street, Suite 208
Miami Lakes, FL 33014

RE: Safe Routes to Schools Infrastructure Improvements Project – CEI Miscellaneous Services
2018-2019; Project Number 2015-11R

Dear Mr. Fossler:

R.J. Behar & Company, Inc. (The Consultant) proposes to provide the services identified below for the project entitled Safe Routes To Schools Infrastructure Improvements, Town of Miami Lakes Project # 2015-11R, pursuant to the Professional Service Agreement provided by Town of Miami Lakes for Construction Engineering & Inspection services, dated (To Be Determined – TBD). Click here to enter a date.

I. General

R.J. Behar & Company, Inc. (RJ Behar) appreciates the opportunity to submit this proposal for providing CEI Services associated with the above-referenced project. Herein, we provide a general discussion of services that we understand will be required for this project and present our Schedule of Fees for such services. It is understood that this project is receiving FHWA Federal Funding via the Florida Department of Transportation (FDOT) LAP Program. It is also understood that this project is designated as an “Off the State Highway (Off-System) LAP Project. In the event that FDOT should decide to treat or re-designate this project as an “On the State Highway (On-System) LAP Project, then RJ Behar reserves the right to request additional fees. In addition to inspection and coordination, RJ Behar will coordinate with and provide FDOT with all the required information to ensure compliance with all LAP requirements. Construction contract time established for this project is 6 months, or 180 calendar days from the issuance of the Notice to Proceed to Final Construction Completion. The CEI contract time will be based on 232 calendar days, which is an additional 52 calendar days needed for pre and post-construction services, which includes but is not limited to preliminary coordination meetings prior to start of work, photo documentation of the pre-construction conditions of the jobsite, plans review/project set-up, final closeout, FDOT audits, and certification once the construction is completed. Should this project exceed the estimated time, then RJ Behar reserves the right to seek additional fees for their CEI Services.

II. Scope of Work

RJ Behar shall provide the CEI services, ***on a part-time basis*** as requested by the Town, required for contract administration, inspection, and materials sampling and testing for the Safe Routes to Schools Infrastructure Improvements Project. RJ Behar shall perform the services necessary to coordinate the activities of all parties involved in completing the Project, which includes maintaining complete and accurate records of the Project; documenting all significant Project changes; assisting the Town with interpreting plans, specifications, and construction contract provisions; making recommendations to the Town to resolve disputes; and coordinating with FDOT for LAP requirement compliance.

A. Task 1 – Construction

1.1 Pre-Construction Phase – Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-construction meeting for the Project in accordance with Town procedures. The Consultant shall provide appropriate staff to attend and participate in the pre-construction meeting.

1.2 Construction Phase – Document contractor's activities and verify quantities for payment.

- a. LAP Monitoring: Request and obtain access to FDOT LAP reporting documentation systems: Local Area Program Information Tool (LAPIT) and Equal Opportunity Compliance (EOC). Conduct and submit labor interviews for conformance with wage rates and Commercially Useful Function (CUF) DBE monitoring reports. Prepare and submit monthly LAP progress report(s), upload contract documents, payment applications, change orders, and related documents into LAPIT. Attend/Participate in all compliance audits by FDOT's Oversight Consultant; Maintaining project documents and files up to date and current, and in accordance with the FDOT requirements and final submittals. The Town will be responsible for putting together and submitting their reimbursement package to FDOT as per the LAP agreement.
- b. Project Journal: Maintain both a detailed electronic and hard copy diary with records of the Contractor's operations, quantities, testing data, and significant events that affect the work while the inspector is on site. Upload daily construction reports onto LAPIT.
- c. Project Meetings: Administer project pre-construction and progress meetings, as needed with appropriate team members in attendance. Prepare and distribute meeting agenda and minutes to attendees. Progress meetings will be scheduled as needed.
- d. Traffic Control: Responsible for review of Work Zone traffic control plan implementation, and inspection of maintenance of traffic schemes and devices in work zones to assure they are in accordance with the Town's requirements.
- e. Environmental Control Monitoring: Monitor Contractor's work and assure that the Contractor is conducting stormwater inspections, preparing reports, and monitoring all Stormwater pollution prevention measures associated with the project.
- f. Review and Process Contractor's Applications for Payment: Receive and review draft application for payment prepared by the Contractor, reconcile any discrepancies between Engineer's estimate of progress and Contractor's application. Review draft application for payment in comparison to measured or estimated quantities. Make notations of deficient work not recommended for payment until corrected; deletion of payment for stored materials and/or equipment which do not have approved shop drawings and/or proper invoices; reduction of value for partially completed items claimed as complete. Return a copy of the reviewed draft to the Contractor. Review revised application for payment and, if appropriate,

advise the Contractor to submit the required number of copies. Forward copies to the Construction Project Manager for processing.

- g. Contract Interpretations and Modifications: Receive, log, and coordinate reviews and responses to Contractor's Requests for Information/Interpretations (RFI's) from the EOR, following the Town's approval and concurrence.
- h. Problem Resolution: Analyze problems that arise on a project and proposals submitted by the Contractor, prepare and submit recommendations to the Construction Manager, and process the necessary paperwork.
- i. Administration of Changed Work: Track changes from initiation through completion. Estimate cost and time impacts, and assist with negotiation of changes in contract time and cost. Prepare change orders to incorporate changes within Contract Documents. Evaluate the Project on a continual basis to determine when changes are required. Review costs presented by Contractor on Change Proposal Requests. Assist with negotiation of final pricing as required. Assemble approved Change Proposal Requests periodically into Change Orders. Include justification documents with each Change Order. Review as-built drawings to verify changes in work are reflected as applicable. Provide FDOT with change order documents for concurrent review. Review pay requests to verify Change Order items are broken out and that payment is not made until work is complete.
- j. Notification of Accident Damage/Injury: Document any inspections made of property damage or personal injury accidents on site and provide a written report to the Construction Project Manager.

1.3 Closeout Phase –

- a. Substantial Completion: Receive and review Contractor's required substantial completion submittal, and determine if Project is ready for substantial completion inspection. Develop substantial completion submittal checklist and perform the following activities: verify submittal of all required documents; review Contractor Record Drawings; perform drafting of Record Drawing revisions on reproducible set and transmit to the Construction Project Manager; review other substantial completion submittal documents for completeness and compliance with Contract provisions; and schedule substantial completion inspection.
- b. Conduct Substantial Completion Inspection: Coordinate, conduct, and document the substantial completion inspection. Notify all project team members of date of substantial completion inspection. Prepare and distribute the punch list format to the parties conducting the inspection. Review progress of corrective action on punch list items, periodically updates, and re-issue. Identify tentative date of substantial completion, and prepare and issue Certificate of Substantial Completion with a list of stated qualifications (punch list).
- c. Final As-Built Record Drawing Review: Review as-built drawings to verify that the Contract Drawings are properly noted to reflect actual construction; notify the Contractor of deficiencies noted; provide follow up to verify if corrections were made and that the as-built drawings are up-to-date.
- d. Final Completion: Receive and review the Contractor's required final completion submittal. Develop final completion submittal checklist. Verify submittal of all required documents and review for completeness and compliance with Contract provisions. Notify Construction

Project Manager, Contractor, and other affected parties of date of final inspection. Coordinate, attend and conduct the final inspection meeting and physical walk-through of the Project.

- e. Final Payment: Collect all payment documents required and forward to the Construction Project Manager for processing along with the Contractor's Final Application and Certificate for Payment; finalize all project costs and determine the final adjusted amounts for construction; obtain the Contractor's signature on any required Contractor's Certification of Affidavits; process and sign Final Application for Payment; prepare transmittal letter indicating recommendation for Final Payment.

B. Task 2 – Verification Laboratory Material Sampling & Testing Services

- 2.1 Material Testing and Acceptance** – Our CEI Team will review the Contractor's QC Plan prior to project commencement for adequacy. It is important that all materials brought to the project come from an FDOT approved source, be certified, and/or be on the FDOT Qualified Products List (QPL). It is also very important that all manufacturing processes take place domestically, according to the "Buy America" provisions that are required on all Federal (LAP) Funded Projects.

Sampling and Laboratory Testing

Sample and test Proctors and LBR

Test concrete cylinders for compressive strength.

Provide VT Inspector for plant asphalt services, if needed

Provide Professional Engineer to sign and seal reports

III. Subconsultants

The following Subconsultants will assist in the performance of the Services under the Agreement.
(add additional pages as needed)

Subconsultant's Name	Specialty of Expertise
Tierra South Florida, Inc.	Verification Laboratory Testing Services
CIMA Engineering Corporation	CEI Inspection Services

IV. Schedule of Work – Time for Performance

Consultant will submit the deliverable and perform the Services as stated in the table below:
(add additional pages as needed)

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Duration (specify weeks or calendar days)	Delivery (cumulative weeks or calendar days)
1.1	Pre-Construction Phase	2 weeks	NTP + 2 weeks
1.2 , 2.1	Construction Phase and VT Laboratory Testing	27 weeks	NTP + 29 weeks
1.3	Closeout Phase	4 weeks	NTP + 33 weeks

V. Compensation

Consultant shall perform the Work detailed in this Proposal for a total not to exceed Seventy One Thousand, Fifty Six and Forty Cents (\$71,056.40). The Consultant will be paid based on a fixed fee basis. The Town shall not be liable for any fee, cost, expense or reimbursable expense or other compensation beyond this amount unless approved in a supplemental Work Order. The fee may include an allowance for Reimbursable Expenses required in connection with the Work, in an amount not to exceed that stated in the table below. Reimbursable Expenses will be used and compensated for in accordance with the Agreement and must conform to the limitations of Florida Statutes § 112.061.

The following is a summary of the method and amount of compensation to be paid for each Task or Activity as identified in Section IV above.

Schedule of Deliverables			
Task, Sub-Task or Activity ID #	Major Task, Sub-Task Activity, or Deliverable	Fee Amount	Fee Basis
1.1	Pre-Construction Phase	\$7,980.40	fixed fee
1.2	Construction Phase	\$47,816.62	fixed fee
1.3	Closeout Phase	\$9,944.38	fixed fee
2.1	Verification Laboratory Testing Services	\$5,315.00	fixed fee
	<i>Subtotal – Professional Fees</i>	\$71,056.40	
	<i>Allowance for Reimbursable Expenses</i>	\$Enter Allowance	
	<i>TOTAL</i>		\$71,056.40

VI. Exclusions from Basic Services

The following services are not included in the Basic Services to be performed under this Work Order:

- Surveying Services
- Engineering and/or Design Services

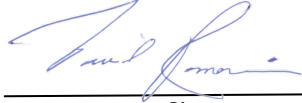
VII. Town Furnished Documents & Data

- Approved Permitted Construction Plans
- Contractor's Invitation to Bid Documents
- Executed Contract between the Contractor and Town of Miami Lakes
- Contract Specifications
- Technical Special Provisions, if any
- Applicable Permits

VIII. Additional Services

The Town may include an allowance account under the approved Work Order for Additional Services that may be requested by the Town, which will be used at the sole discretion of the Town.

R.J. Behar & Company, Inc.



Signature

David G. Romano / Director of Construction Management Services
Name/Title

4/5/2018

Date

Town of Miami Lakes*

Dept. Approval: _____
Signature

Name/Title

Procurement: _____
Signature

Procurement Manager

Town Manager: _____
Signature

Town Manager

Work Order No.: _____
(Assigned by the Town upon approval, if applicable)

*The Town may at its sole discretion approve this Work Order Proposal by signing below of the Town may issue a separate Work Order for the Services.

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: R.J. Behar & Company, Inc.

Contract No.: RFO For 2018-09 Misc. CEI Services

Date: 4/6/2018

Work Order No: N/A

Project: Safe Routes to Schools Infrastructure Improvements Project

Project No.: 2015-11R

Description: Construction Engineering & Inspection (CEI) Professional Services

STAFF CLASSIFICATION																
Job Classification		Title		Title		Title		Title		Title		Title		Staff Hours	Salary	Average
Assigned Staff		Rate:	Project Manager	Rate:	Resident Compliance	Rate:	Senior Inspector	Title Name		Title Name		Title Name		By	Cost By	Rate Per
Approved Rate			\$196.05		\$72.74		\$90.81	Rate:		Rate:		Rate:		Task	Task	Task
1 Task 1.1 - Pre-Construction Phase		4	\$784	44	\$3,201	44	\$3,996							92	\$7,980.40	\$86.74
2 Task 1.2 - Construction Phase		4	\$784	317	\$23,059	264	\$23,974							585	\$47,816.62	\$81.74
3 Task 1.3 - Close-Out Phase		4	\$784	71	\$5,165	44	\$3,996							119	\$9,944.38	\$83.57
4																
5																
6																
7																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																
21																
22																
23																
24																
25																
26																
27																
Total Staff Hours		12		432		352								796		
Total Staff Cost			\$2,352.60		\$31,423.68		\$31,965.12								\$65,741.40	\$82.59

Note: Fee for the Principal(s) of the firm are not to be included above as the multiplier is not applicable to their hours. The fee is to be shown below and entered as a separa

Estimate of Principal's Fee

Total hours / hour = \$ -

Notes:

1. This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
 3. Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
 4. Enter the multiplier value in the field after the word "multiplier" Maximum of 2 decimal points.
- Consultant Fee Proposal Form rev. 01/02/2015

1 - SUBTOTAL ESTIMATED FEE: multiplier 1.00

Subconsultant:	Sub 1		\$65,741.40
Subconsultant:	Sub 2		
Subconsultant:	Sub 3		
Subconsultant:	Sub 4		
Principal's Fee	(Name of Principal)	\$	-
2 - SUBTOTAL ESTIMATED FEE:			
Geotechnical Field/Lab Testing:			
Survey Fee (or Survey Crew Fee):			
Other Misc. Fee: Enter Fee Description			
3 - SUBTOTAL ESTIMATED FEE:			
Additional Services (Allowance)			
Reimbursables (Allowance)			
GRAND TOTAL ESTIMATED FEE:			
\$71,056.40			



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Alex Rey, Town Manager
Subject: Authorization to Piggyback Pembroke Pines Contract PSPW-16-17 with FPI Security Services, Inc. for Security Guard Services
Date: 5/1/2018

Recommendation:

It is recommended that the Town Council authorize a piggyback of the City of Pembroke Pines Contract PSPW-16-17 with FPI Security Services, Inc. ("FPI") in accordance with Section 7 of the Town's Procurement Ordinance 17-203 in an amount not to exceed budgeted funds for the purchase of security guard services for special taxing districts located within the Town.

If this contract is used for all four special taxing districts requiring security services, the contract value at the Districts' current level of service would be approximately \$800,000 annually.

Background:

This fiscal year, Miami-Dade County ("County") is in the process of transferring the management of six special taxing districts over to the Town. Four of these special taxing districts (Miami Lakes Loch Lomond, Miami Lakes Section 1, Royal Oaks East, and Royal Oaks Section 1) were organized for the purpose of providing security guard services to the residents living within the district. While the County has contracts in place for these services, the Town is endeavoring to access more cost-effective contracts to present the residents of each district with alternative options for security guard services.

During its market research, Procurement examined four suitable contracts to piggyback from other governmental agencies. Of the contracts researched, the City of Pembroke Pines Contract PSPW-16-17 with FPI Security Services, Inc. ("FPI") had the lowest pricing for the security guard services the Town requires. The chart below contains the pricing for the County's contracts and each competitively bid contract examined by Procurement.

Category	U/M	FPI Security Services, Inc. (Pembroke)	Dynamic Security (State)	US Security Associates (State)	Allied Universal Security Services	Kent Security Services, Inc.	U.S. Security Associates, Inc.
----------	-----	----------------------------------------	--------------------------	--------------------------------	------------------------------------	------------------------------	--------------------------------

		Pines)			(State)	(County)	(County)
Unarmed Guard	Per Hour	\$14.35	\$15.72	\$17.96	\$21.21	\$19.70	\$21.43
Site Supervisor	Per Hour	\$15.00	\$16.08	\$18.56	\$24.00	\$19.63	\$23.08
Vehicle Cost	Per Hour	\$2.25	\$1.77	\$2.78	\$2.71	\$1.51	\$2.76

After researching the options available to the Town, Procurement recommends piggybacking the Pembroke Pines contract, Contract PSPW-16-17, under Section 7 of Ordinance 17-203, as it will satisfy our needs effectively and provide a cheaper alternative to residents living within each district. FPI agreed to provide services to the Town in accordance with their contract with the City of Pembroke Pines. The referenced City of Pembroke Pines Contract PSPW-16-17 for security guard services is valid through May 30, 2019, at which point Pembroke Pines has two options to renew for additional two-year terms.

The Town is in discussion with Dynamic Security, the State's contractor and we may seek additional approval to piggyback pending feedback from the residents within each district.

However, the ultimate goal is to provide residents with options for level of service and pricing that will satisfy their needs while staying within each district's budget, and we will be looking to creating an RFP process with input from the district residents to have a more customize service.

ATTACHMENTS:

Description

Resolution

Contract

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AUTHORIZING THE TOWN MANAGER TO UTILIZE CITY OF PEMBROKE PINES, FLORIDA CONTRACT PSPW-16-17 FOR SECURITY GUARD SERVICES; WAIVING THE PROCUREMENT PROCEDURES; AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO ACCESS THE CITY OF PEMBROKE PINES CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

WHEREAS, during this fiscal year, Miami-Dade County is in the process of transferring the management of six special taxing districts to the Town of Miami Lakes (the “Town”); and

WHEREAS, four of these taxing districts were organized for the purpose of providing guard gate services for its residence; and

WHEREAS, while the County has contracts in place for these services, Town Staff has sought out access to more cost efficient contracts to provide better options for its residents; and

WHEREAS, Section 7 of the Town of Miami Lakes Ordinance 17-203 (“the Town’s Procurement Ordinance”) authorizes the purchase of goods and services from current contracts of other public, governmental, state/federal funded or non-profit entities, where the contracts have resulted from a formal competitive procurement process; and

WHEREAS, the City of Pembroke Pines has successfully negotiated an agreement for security guard services with FPI Security Services, Inc., a copy of which is included in Exhibit “A” (the “FPI Contract”); and

WHEREAS, the Town Manager recommends the approval of the FPI Contract as being in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Approval of the Contracts.** The Town Council hereby approves the access of the City of Pembroke Pines Contract PSPW-16-17 with FPI Security Services, Inc., for security guard services, in an amount not to exceed budgeted funds.

Section 3. **Authorization of Town Officials.** The Town Manager and/or his designee are authorized to take all steps necessary to utilize the City of Pembroke Pines Contract PSPW-16-17 with FPI Security Services, Inc., for guard gate services. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the Contract for FPI Security Services, Inc. for guard gate services in an amount not to exceed budgeted funds.

Section 4. **Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager by the Town's Procurement Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contracts with FPI Security Services, Inc. for guard gate services in an amount not to exceed budgeted funds.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the Contracts in substantially the form attached hereto as Exhibits "A" with FPI Security Services, Inc. for guard gate services and to execute any required agreements and/or documents to implement the terms and conditions of the contracts and to execute any extension and/or amendments to the contracts, subject to approval as to form and legality by the Town Attorney.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, _____.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this ____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

Town of Miami Lakes Piggy Back Agreement and City of
Pembroke Pines PSPW-16-17



Agreement

I. Parties

This Agreement, 2018-18 is made this ____ day of _____ **2018**, by and between FPI Security Services, Inc. ("Contractor"), located at 1776 West 38 Place, Hialeah, FL 33012 and the Town of Miami Lakes ("Town"), located at 6601 Main Street, Miami Lakes, FL 33014.

II. Recitals

Whereas the Town desires to enter into an agreement with Contractor for the purchase of security guard services in an amount not to exceed budgeted funds; and

Whereas Contractor has agreed to provide said services to the Town in accordance with its contract with The City of Pembroke Pines, dated May 10, 2017, except to the extent otherwise provided herein; and

Whereas the Town of Miami Lakes, with the Town Manager acting in accordance with Section 7 of the Town's Procurement Code, will enter into an agreement with Contractor, in accordance with the terms of the Pembroke Pines Contract PSPW-16-17, which is attached hereto as Exhibit "A" and made a part of this Agreement.

Therefore, both parties agree as follows:

III. Incorporation of Recitals

The provisions and recitals set forth above are hereby referred to and incorporated herein and made a part of this Agreement by reference.

IV. Products and Services

Contractor shall provide the purchase of security services to the Town in accordance with the terms of the above referenced Pembroke Pines Contract PSPW-16-17. All other terms and conditions of said contract, a copy of which is attached hereto as Exhibit "A", are incorporated herein by reference, except to the extent otherwise provided herein.

V. Contract Modifications

The following contract modifications shall be made to the Agreement between the Town and Contractor from the Pembroke Pines Contract PSPW-16-17:

This Agreement shall be referenced as Contract 2018-18.

1. EFFECTIVE DATE

Month _____ Day _____ of 2018



2. SUBCONTRACTORS

Contractor shall not subcontract any of the Work to be performed under this Contract without prior approval of the Project Manager.

3. INVOICING

Contractor shall provide the Town with an invoice once per month for the goods delivered in the prior month. At a minimum the invoice must contain the following information:

- Name and address of the Contractor
- Purchase Order number
- Contract number
- Date of invoice
- Invoice numbers (Invoice numbers cannot be repeated)
- Work performed
- Timeframe covered by the invoice
- Location of Work performed
- Additional Services price allowed by Change Order and/or written agreement
- Total Value of invoice

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Town will take action to pay, reject or make partial payment on an invoice in accordance with the Florida Local Government Prompt Payment Act. No payments shall be due or payable for Work not performed or materials not furnished or where the Work has not been accepted by the Town. If there is a dispute with regard to an invoice, the Town will pay the amount not in dispute and reject the remainder that is in dispute.

Failure to include the above information will delay payment. Payments will not be made based on statements of accounts.

The Contractor shall be compensated at the prices specified in the Bid Form of the Contract.

4. INSURANCE

The Town of Miami Lakes shall be shown as the additional insured under the required insurance. Copies of such insurance must be provided to the Town prior to the commencement of any Work under this Agreement.

5. REPRESENTATION ON AUTHORITY OR PARTIES/SIGNATORIES

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



Each person signing this Agreement on behalf of an entity represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

VI. Points of Contact

The points of contact for the Town shall be:

Contract Management: Thomas Fossler or designee, Procurement Manager
(305) 364-6100 ext. 1164 fossler@miamilakes-fl.gov

Project Manager: Ximena Suarez or Designee, Town Manager's Office
(305) 364-6100 ext. 1134 suarezm@miamilakes-fl.gov

The point of contact for **FPI Security Services, Inc.** shall be:

Name: Daniel Gonzalez

email: dgonzalez@fpisecurity.com

Title: Vice President

phone: (305) 827-4300

FPI Security Services, Inc.

Town of Miami Lakes

Signature

Alex Rey, Town Manager

Name (Print)

Title

Attest:

Gina Inguanzo, Town Clerk



CORPORATE RESOLUTION

WHEREAS, **FPI Security Services, Inc. ("FPI")** desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the Agreement to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed Agreement to which this resolution is attached.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)



Exhibit "A"
Pembroke Pines Contract PSPW 16-17



CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 10th day of May, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

FPI SECURITY SERVICES, INC., a corporation, authorized to do business in the State of Florida, with a business address of **1776 West 38 Place, Hialeah, FL 33012** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **October 25, 2016**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **Security Guard Services** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

RFQ # PSPW-16-17
"Security Guard Services"

1.2 On **December 13, 2016**, the bids were opened at the offices of the City Clerk.

1.3 On **May 3, 2017**, the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.



1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2

SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **Security Guard Services**, as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, "**RFQ # PSPW-16-17**", attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

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

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **Security Guard Services**, as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.



ARTICLE 3 TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year** period commencing on **June 1, 2017** and ending on **May 30, 2019**.

3.2 This Agreement may be renewed for **two (2) additional two (2) year terms** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

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

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

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on the **PER UNIT PRICE** in "**Exhibit C**", payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 The CITY shall within thirty (30) days, from the date the City's authorized approver approves the Application for Payment, pay the CONTRACTOR the amount approved by the City's appropriate Department Head or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.



ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
DELETED

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE



8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation, material change or non-renewal of policies required under the contract. If the carrier will not agree to this notification, the CONTRACTOR or its insurance broker shall notify the CITY of any cancellation or reduction in coverage within seven days of receipt of insurer's notification of cancellation or reduction in coverage.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least fifteen (15) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.



8.6 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

8.7 REQUIRED INSURANCE

8.7.1 Commercial General Liability Insurance including, but not limited to: coverage for premises & operations, personal & advertising injury, products & completed operations, Liability assumed under an Insured Contract (including tort liability of another assumed in a business contract), and independent contractors. Policy must include coverage for assault & battery, false arrest/detention, property in your care custody and control, use of firearms, and lost key coverage. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.2 Workers' Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee

Coverage shall be included for injuries or claims under the USL&H or Jones Act, when applicable.



If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.7.3 Auto Liability Insurance covering all owned, leased, hired, non-owned and employee non-owned vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$1,000,000

8.7.4 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

8.7.5 Excess Liability with a limit of no less than \$3,000,000 per occurrence. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

8.7.6 Crime Coverage when applicable, shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If Contractor is physically located on the City's premises, a third-party fidelity coverage extension shall apply.

8.7.7 Sexual Abuse may not be excluded from any policy.

8.8 REQUIRED ENDORSEMENTS

- 8.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability/Excess Liability policies required herein
- 8.8.2 Waiver of all Rights of Subrogation against the CITY
- 8.8.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 8.8.4 CONTRACTORS' policies shall be Primary & Non-Contributory
- 8.8.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 8.8.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.9 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability/Excess Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of



the services provided hereunder. Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement



shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11
UNCONTROLLABLE FORCES

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

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

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

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

ARTICLE 13
VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT



15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 16

DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS (\$500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR;



provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.



ARTICLE 17

BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18

DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 Operations During Dispute.

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19

PUBLIC RECORDS

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



19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

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

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
MISCELLANEOUS**

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.



20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
------	--------------------------------------------------------------------------------------------------------------------------------------------------



Copy To: Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor **Daniel Gonzalez, Vice President**
FPI Security Services, Inc.
1776 West 38 Place
Hialeah, FL 33012
E-mail: **dgonzalez@fpisecurity.com**
Telephone No: **(305) 827-4300**
Cell phone No:
Facsimile No: **(305) 826-7741**

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or



relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable; **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.** Therefore, any personnel assigned to any of the CITY's Charter School Campuses, or any other location to which the Jessica Lunsford Act applies, shall be screened as required by law prior to working at the site. CONTRACTOR shall provide written verification of the screenings and background checks required by the Jessica Lunsford Act to the CITY, upon request from the CITY. A failure to comply with this Section shall be grounds for immediate termination of this Agreement.

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in **Exhibit A** and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are providing services to the CITY, shall complete and pass a **Level II background check.** All required screenings and background checks shall be completed on CONTRACTOR personnel prior to working at any location where such screenings or background checks are required. CONTRACTOR shall provide written verification of the required screenings and background checks to the CITY, upon request from the CITY. A failure to comply with this Section shall be grounds for immediate termination of this Agreement.

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HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

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

CITY:

CITY OF PEMBROKE PINES, FLORIDA

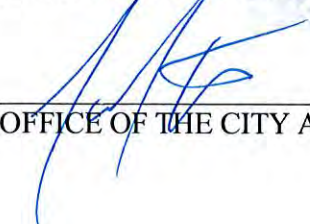
ATTEST:


MARLENE D. GRAHAM, CITY CLERK

5/10/17


By: 
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:


OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

FPI SECURITY SERVICES, INC.

By: 
Name: Alexander Perez
Title: President

STATE OF Florida
COUNTY OF Broward

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Alexander A Perez as president of **FPI Security Services, Inc.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **FPI Security Services, Inc.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 28 day of April, 2017.


NOTARY PUBLIC



FPI Security Services

Bid Contact **Daniel Gonzalez**
dgonzalez@fpisecurity.com
Ph 305-827-4300

Address **1776 West 38 Place**
Hialeah, FL 33012

Supplier Code 239846

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
PSPW-16-17--01-01	Unarmed Guard - 23,088 Estimated Hours Per Year	Supplier Product Code:	First Offer - \$14.35	23088 / hour	\$331,312.80	Y Y
PSPW-16-17--01-02	Armed Guard - 4,368 Estimated Hours Per Year	Supplier Product Code:	First Offer - \$14.35	4368 / hour	\$62,680.80	Y
PSPW-16-17--01-03	Site Supervisor - Hourly Rate	Supplier Product Code:	First Offer - \$15.00	1 / hour	\$15.00	Y
PSPW-16-17--01-04	Golf Cart - Marked/Lighted (Without Guard)	Supplier Product Code:	First Offer - \$0.45	4368 / hour	\$1,965.60	Y
PSPW-16-17--01-05	Patrol Car - Marked/Lighted (Without Guard)	Supplier Product Code:	First Offer - \$2.25	8736 / hour	\$19,656.00	Y
Supplier Total					\$415,630.20	

FPI Security Services**Item: Unarmed Guard - 23,088 Estimated Hours Per Year****Attachments**

Pembroke Pines Proposal.pdf



PROPOSAL FOR PSPW-16-17 Security Guard Services

December 13, 2016



Presented by:
Daniel Gonzalez
Vice President
Dgonzalez@fpisecurity.com
FPI Security Services
1776 West 38 Place
Hialeah, FL 33012
305-827-4300



SECURITY SERVICES

Tab 1

Table of Contents



Table of Contents

Letter of Interest.....	Page 1
Experience and Ability.....	Page 4
Previous Experience.....	Page 20
Understanding and Approach.....	Page 29
Project Cost.....	Page 72
Documents.....	Page 75
State License.....	Page 95
Local Tax Receipts.....	Page 99
Addenda and Insurance.....	Page 100



SECURITY SERVICES

Tab 2 Letter of Interest



FPI SECURITY SERVICES, INC.

BID SYNC

City of Pembroke Pines
10100 Pines Boulevard
Pembroke Pines, FL 33026

December 13, 2016

RE: PSPW-16-17 Security Guard Services

To whom it may concern,

We are responding to your request for proposals for Security Guard Services at the City of Pembroke Pines facilities, in accordance with the terms, conditions, and specifications contained in the request. We understand that you wish to contract with a security firm to provide the requested services to commence upon the date of award, and shall expire two years from that date with the option to renew, on a yearly basis, for an additional two years.

Our company is respectfully requesting to be considered for this contract. We have fully read and understand all the requirements, and conditions of your request. We are confident that we meet and exceed the required parameters and we are the right company for this partnership with the City of Pembroke Pines. FPI Security Services holds no conflict of interest with City of Pembroke Pines, and meets all the requirements, and special conditions of the request. Our company with over 30 years of experience in this field is normally and routinely engaged in performing such services. We are legally licensed, bonded and insured to perform the work delineated in the request.

At FPI our customers are our partners. We act with the best interest of the clients first. We measure our success by how we meet and exceed our client's expectations and needs. Our experience, integrity, work ethics, innovations, and productivity have allowed our company to grow and develop at rates above our competitors. We are a Minority Business Enterprise staffed with an elite team of over 300 professionals stemming from the field of Military, Police and Public Safety. Our emphasis on customer service is the genesis and key to our success in this industry.

FPI Security Services, Inc.

1770 West 38th Place, Hialeah FL 33012
PO BOX 12356 Hialeah, FL 33012-1605

Phone: 305.827.4300 / 1800.374.4316 / Fax: 305.826.7741

www.FPIsecurity.com



FPI SECURITY SERVICES, INC.

I want to thank you for taking a moment from your valuable time to review this letter. You will find that not only does FPI meet and exceed your requirements and qualifications, but that our partnership will be a great benefit to the City of Pembroke Pines. Our goal to, "best serve the interests of our clients" is a perfect fit to this organization. Our company's stability, sense of responsibility along with our proven methodology has made us an industry leader. We truly believe that the premier blend of FPI services with the needs of Pembroke Pines will set a benchmark for other municipalities to follow. We have successfully performed similar services to municipalities such as Coral Gables, Fort Lauderdale, and Hialeah. Our Staff is readily available to meet with all necessary City personnel to execute the services outlined herein.

In addition, I wish to confirm that FPI is the only entity that will be providing the services requested, and this proposal is made without collusion with any other person(s), company or parties submitting a proposal. The signer hereby attests that he has full authority to contract and bind FPI with City of Pembroke Pines.

It is with great admiration to The City of Pembroke Pines that we present this Proposal and we look forward to a wonderful partnership of service, should we have the privilege of being awarded this bid.

Sincerely,

Alexander Perez
President/CEO
FPI Security Services Inc.

FPI Security Services, Inc.

1770 West 38th Place, Hialeah FL 33012
PO BOX 12356 Hialeah, FL 33012-1605

Phone: 305.827.4300 / 1800.374.4316 / Fax: 305.826.7741

www.FPIsecurity.com



SECURITY SERVICES

Tab 3

Experience and Ability



FPI Security Services has made a tradition of dependable and efficient service that extends more than 30 years. From its beginnings, FPI has made its security services out to be a dependable ethical work force that prides itself on making a difference.

FPI is a well-managed growth-oriented provider of security officers and related services. The company currently employs in excess of 300 individuals and offers services to governmental, commercial, industrial and residential clients. FPI is an equal opportunity employer and is proud to be a family owned company.



The company has achieved growth in excess of 10% per year substantially in excess of its peers in the industry, both larger and smaller. This success has been the result of experienced management, proper selection and intensive training of people and remarkable responsiveness to customer needs and service opportunities.

Having developed a stable and proven management team, the company is poised for growth, both geographically and through the expansion of corollary services in the ever-expanding security and service industry.



FPI's team is confident that its solid foundation built on exceptional customer satisfaction, together with carefully managed profitability will enable the company to continue its growth and become an outstanding leader in the industry." -- Alex Perez



We are a full service protection company capable of providing top notch, professional security services to a large client base.

We take pride in performing above industry standards, our personnel receive training both in the classroom and on the job to assure that all personnel have the knowledge and ability to perform the work required.

At FPI, each client is treated with individual and personalized attention. FPI has established

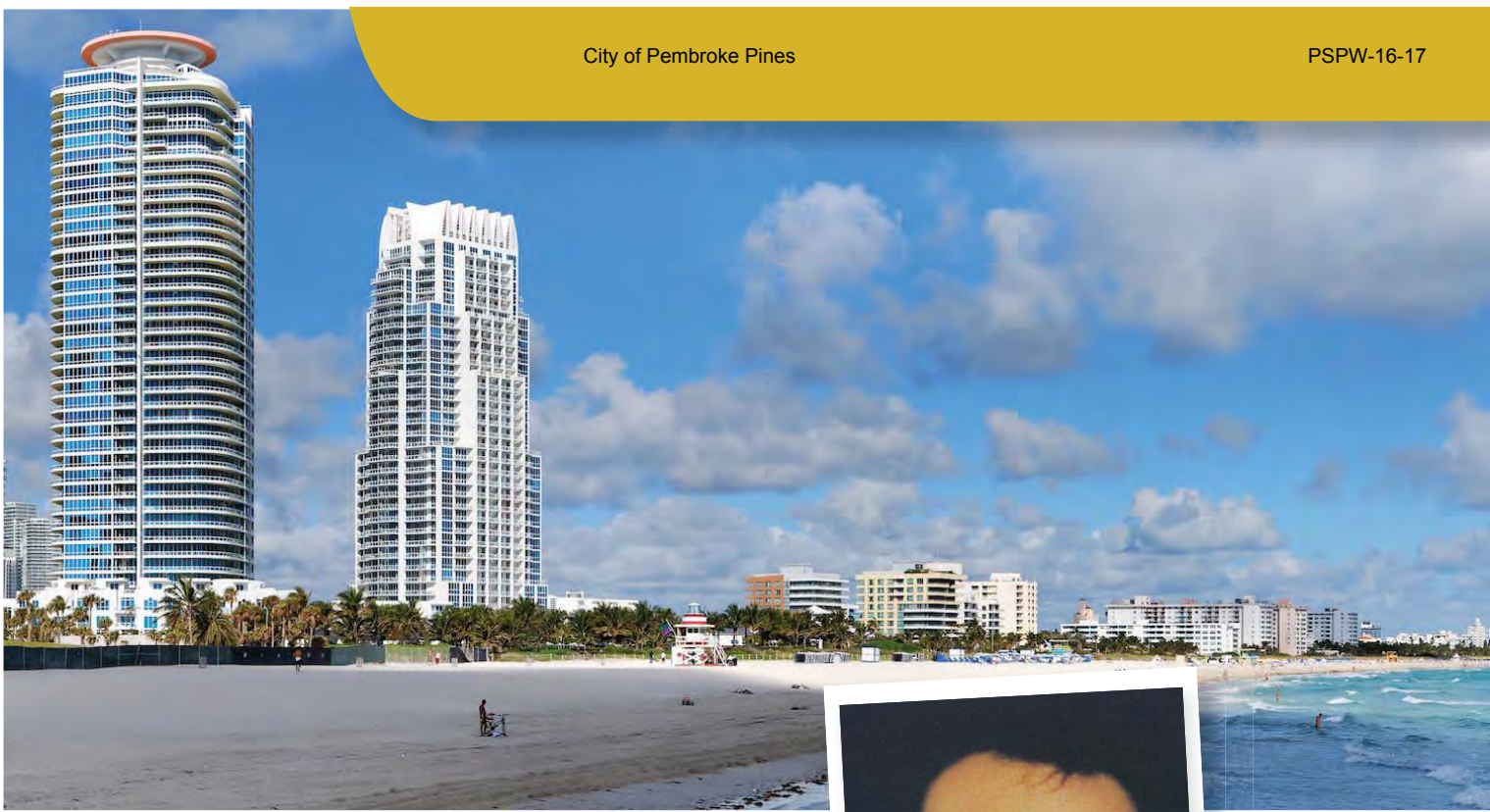
a “hands on” approach and will do whatever is necessary to ensure customer satisfaction. We offer a wide range of services tailored to meet the demands of our clients.

We specialize in:

- Security Services
- Access control
- Concierge services
- Patrol services
- Emergency coverage

FAMILY + OPERATED
OWNED

- Special events
- Risk assessments
- Parking enforcement
- Guard houses



MEET THE FOUNDERS

FPI Security Services was founded in 1981 by Andres Perez. Andres spent 20 years in the United States Army and served in the Vietnam War. When he retired from the military, Andres began a career in law enforcement. Soon after FPI Security Services was born. Andres used the experienced he gained in the military and law enforcement to build a professional security company that aimed to provide the highest standard of service.

Alex Perez, the son of Andres Perez, began to learn the business as soon as he was old enough to work. He spent countless hours with his father learning the security industry. Alex learned the business from the ground up, starting as a security guard. After his father's passing, Alex took over FPI Security Services.

Using the knowledge and experience gained from his father, Alex and FPI provide professional and leading edge security services.



"We look forward to the opportunity of serving your community."

Alex Perez
President & CEO

Strengths

FPI has positioned itself as the leading, privately owned provider of high quality security services in South Florida. While the market encompasses thousands of potential clients, the company chooses to target governmental agencies, commercial and residential development accounts. Our customer base consists of a diverse clientele including Fortune 500 companies, hospitals, marinas, and many more. We now proudly serve the entire State of Florida.



Employee Screening

The Company maintains the highest standards for employment in the industry providing applicants pass a 7 panel drug screen and are able to pass an FDLE criminal background check. FPI requires significantly higher levels of experience and educational background than its competition.

Customer Retention & Service

Because of its attention to customer service, the company maintains high retention rates among its clients. Top management is in daily contact with its clients, maintains personal involvement and provides immediate response to client concerns and needs. The company maintains the philosophy of providing extraordinary customer service and “doing whatever it takes” to anticipate and handle any and all client needs.





Billing & Payroll

FPI pays its security officers every two weeks, which translates into 26 billing periods a year for payroll. Your organization will be invoiced once a month for guard services with payments due 30 days from date of invoice.

Pricing

FPI positions itself as a competitively priced Service Company with a strong emphasis on quality and customer service. Its clients pay for the level of service that they select. FPI adheres to rigorous quality control and training programs that support each level of personnel requested.

FPI has maintained its reputation by providing superior personnel which ensure high customer satisfaction and retention.

Professional Memberships & Certifications

Staying at the top of our industry requires constant educational growth. As FPI Security Services grows we have gained certifications and professional memberships with the following organizations:



American Board for Certification in Homeland Security



American Society for Industrial Security (ASIS)



Better Business Bureau, Accredited Business



International Association for Healthcare Security & Safety



Miami-Dade County Association of Chiefs of Police

Dispatch Center

FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise. FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with uninterrupted service during the most crucial times.



Executive Assistance

Executive assistance will be available to you, to assist in any situation that may arise during the term of this contract.



Organizational Chart





Management Team

Alexander Perez has more than 25 years security experience, Alexander Perez has an established track record for FPI that deliver sustained growth and profits and in identifying critical Municipal partnership opportunities that strategically expand market share. Mr. Perez has spent the last eight years as President and CEO of Florida Patrol Investigators, Inc. the market leader in the high-end Security Service. Under Mr. Perez's guidance FPI has become a leader in the industry, setting trends in customer relations and services. FPI's core values have placed the client's interests the priority for the business model.

Daniel Gonzalez is FPI's Vice President. Daniel has been with the company almost 10 years and has a strong background in emergency management and security operations. He attended Saint Thomas University and obtained his Bachelor's Degree in Organizational Leadership. Daniel brings strong leadership and innovation to the FPI management team.

Josie Fernandez brings a strong background in developing and directing financial, operational, and administrative functions in public and private accounts serviced by FPI. Mrs. Fernandez has provided key roles in guiding the company through dynamic, high growth, as well as difficult market environments. She honed her expertise in various senior financial positions for multiple corporations prior to her tenure at FPI.

FPI's proven management and supervisory teams are made up of elite members professionally trained and certified to conduct the services hereby delineated.

FPI is proud to be composed of members from the fields of Law Enforcement, Life Safety, First responders, Fire Rescue personnel, retired military, criminal justice professionals, and emergency management specialists.

The top echelon of our company is made up of professionally trained and season members with many years of experience in the field of Business Management, Finance, marketing, and customer service.

Please see attached Resumes.



FPI Security Services
1776 West 38 Place, Hialeah, FL 33012
Toll Free: 1-800-374-4316 Dade: 305-827-4300 Broward: 954-370-5300
Email: info@fpisecurity.com

Objective:

FPI Security Services is a full service security agency capable of providing the latest in innovation to clients with a variety of needs. For over 30 years, FPI has provided security services above the industry standard.

Established in 1981

FPI Security was created in 1981 by Andres Perez. Andres was an Army veteran who saw the need for a professional security agency in South Florida. After over 30 years in business, FPI now serves the entire State of Florida.

Turnover below industry standards

FPI takes care of our employees so that our employees take care of our clients. Our employee retention programs have lowered our turnover to just under 30%. The industry standard is anywhere between 100-300%.

Security Instructors on Staff

FPI is also a licensed security school capable of providing the training required for individuals to obtain a security license. Our training staff is made up of several law enforcement instructors that provide the highest level of training to our officers. Our training facility includes an indoor shooting range for the training of our armed officers.

Experience:

FPI provides security services to a diverse client base made up of residential, commercial, and governmental agencies. Our client base includes Fortune 500 companies, hospitals, marinas, high-rises, and many more.

The Miami Herald, Doral, FL

Served since 2013

HBO Latin America, Sunrise, FL

Served since 2011

Silverlakes Homeowners Association, Pembroke Pines, FL

Served since 2011

Gibson Truck World, Sanford, FL

Served since 2013

Certifications & Memberships

American Board for Certification in Homeland Security

American Society for Industrial Security

International Association for Healthcare Security & Safety

Miami-Dade County Association of Chiefs of Police



ALEXANDER ANDRES PEREZ
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300
E-Mail: alex@fpisecurity.com

Position:

President / CEO of FPI Security Services, Inc.

Summary:

20 years of executive experience in the Security Industry
Responsible for 150+ Security Officers
Security and Safety Surveys
Recruit and Train Security Officers
Obtain new security contracts
Schedule security officers
Maintain security contracts
Executive Office Administration
Certified Instructor for counter-terrorism
Certified Classroom Instructor
Operations Manual creation
Loss Prevention Investigations

Experience:

November 2004 – Present, FPI Security Services, Inc
President & CEO

January 2001 – Present, Florida Gun Center, Inc
Owner & President

June 1988 – November 2004, FPI Detective Agency
Senior Vice President

Professional Affiliations:

American Society for Industrial Security (ASIS)
Better Business Bureau
Dade County Chiefs of Police Association
Federal Firearms License Dealer
Florida Notary Public
International Association for Healthcare Security & Safety
NRA – Firearms Instructor

State of Florida Licenses:

Private Investigator License C 2501083
Security Officer Instructor License DI 2800026
Security/Investigative Agency Manager M 2500120
Statewide Firearm License G 2504772
Security Officer License D 2526046
Firearms Instructor License



DANIEL GONZALEZ

1776 West 38th Place, Hialeah, FL

Office: 305-827-4300 Mobile: 305-300-7622

E-Mail: dgonzalez@fpisecurity.com

Position:

Vice President, FPI Security Services, Inc.

Summary:

A goal oriented individual with 9 years of experience in security operations and extensive education and training in management.

Experience:

May 2013-Present

FPI Security Services

Vice President

January 2011-May 2013

Florida Patrol Investigators, Inc.

Account Manager

July 2009-January 2011

Florida Patrol Investigators, Inc.

Site Supervisor

August 2006 – July 2009

Florida Patrol Investigators, Inc.

Security Officer

Education:

Broward College, Hollywood, FL

Emergency Management

Saint Thomas University, Miami Gardens, FL

Organizational Leadership

Emergency Management Institute

FEMA Independent Study Courses: Fundamentals of Emergency Management, Incident Command System, Emergency Planning, Leadership and Influence, Decision Making and Problem Solving, Effective Communication, Developing and Managing Volunteers, National Incident Management System, Workplace Security Awareness, Anticipating Hazardous Weather and Community Risk, and Professional Development Series.

Additional Skills

Fluent in English and Spanish, Microsoft Office, Quickbooks

State of Florida Licenses:

Security D License # D 1108906



JOSIE FERNANDEZ

1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305-321-3447
E-Mail: accounting@fpisecurity.com

Position:

Chief Financial Officer (CFO), FPI Security Services, Inc.

Summary:

An effective, responsible and goal-oriented Top Management professional with more than 26 years of experience in sales, inventory-control and management. Proven managerial, communications, analytical and complex problem solving skills with the ability to implement solutions to increase productivity while decreasing costs.

Experience:

March 2005 – Present
FPI Security Services, Inc.
Chief Financial Officer
Human Resource Director

2002-2005
CPS Products
Human Resource/ Accounting Manager

1998-2002
Finotex USA
Internal Auditor

Education:

Florida International University; Miami, FL
Miami Dade College; Miami, FL
South Gate High school; California

Additional Skills:

Proficient in speaking, writing and reading English, Spanish and Portuguese.

Maximum Performance Management,
Government Services-administrative coordinator
Collections, Accounting systems coordinator, and Payroll Processing
Sig Sigma Green Belt
Achieving Extraordinary Customer Care, Time Management, Writing Effective Performance Appraisals, Interviewing Skills, Psychology of Selling, Superior Sales Management
The Phoenix Seminar.

Computer knowledge: Microsoft Office, Corel Word Perfect, Corel Photo Paint 5, Paperwork Visioneer, Excel, POS, Portia, I2k, Internet and many more.



LUIS DOMINGUEZ
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305 321 3447
E-Mail: luis@fpisecurity.com

Position:

Contract Coordinator, FPI Security Services, Inc.

Summary:

An effective, responsible and goal-oriented professional with more than 26 years of experience in sales, inventory-control and management.

Experience:

September 2008 – Present
FPI Security Services, Inc.
Contract Coordinator

2002-2008

The Customer Center, Fairfield, Ct. Northeast Regional Manager

2000-2002

Sprint PCS, Coral Gables, FL. District Manager

1997-2000

TMG, Plantation, Florida. (AT&T Wireless Kiosk Program) Regional Sales Manager

1994-1997

Bell Atlantic NYNEX Mobile, New Haven, Connecticut. Store Manager

Education:

Central Connecticut State University; New Britain, Connecticut
University of Connecticut; West Hartford, Connecticut
Hartford High School; Hartford, Connecticut

Additional Skills:

Proficient in speaking writing and reading in Spanish.

Attended seminars; Media Train with TV interviewing, Maximum Performance Management, Achieving Extraordinary Customer Care, Time Management, Writing Effective Performance Appraisals, Interviewing Skills, The Phoenix Seminar, Psychology of Selling, Superior Sales Management, Tom Hopkins; How to gain, train and maintain a dynamic sales force, Motorola, Nokia, Audiovox and many other Vendor training's.

Computer knowledge: Word 7.0, Corel Word Perfect, Corel Photo Paint 5, Paperwork Visioneer, Excel, POS, Portia, I2k, Internet and many more.



RENOLD BERICE
1776 West 38th Place, Hialeah, FL 33012
Office: 305-827-4300 Mobile: 305-300-7622
E-Mail: berice@fpisecurity.com

Position:

Senior Executive Supervisor, FPI Security Services, Inc.

Summary:

18 years of operations experience in the Security Industry.
Responsible for 150+ Security Officers
Respond to Emergency Situations
Security and Safety Surveys
Recruit and Train Security Officers
Obtain new security contracts
Schedule security officers
Maintain security contracts
Office Administration

Experience:

November 2004 - Present
FPI Security Services, Inc.
Senior Executive Supervisor

June 1999 – November 2004
FPI Detective Agency
Patrol Supervisor

June 1996 – June 1999
50 State Security
Supervisor

Education:

Barber Scotia College, Concord, NC
Criminal Justice Studies

State of Florida Licenses:

Statewide Firearm License G 2603258
Security Office License D 2111367



SECURITY SERVICES

Tab 4 Previous Experience



SECURITY SERVICES

Current Client References

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301
Reina Gonzalez, 954-828-5139
Email: Rgonzalez@fortlauderdale.gov
9/2012 - Present

City of Coral Gables
2800 SW 72 Avenue
Miami, FL 33134
Ralph Rodriguez, 305-460-5014
Email: rrodriguez1@coralgables.com
11/2015 - Present

City of Hialeah Fire Dept.
83 East 5th Street
Hialeah, Florida 33012
Chief William Guerra, 305-505-0001
Email: wguerra@hialeah.gov
6/2011 - Present

Headquarter Honda
17700 State Road 50
Clermont, FL 34711
Judy Serra, 305-364-9800
Email: judy.serra@headquartertoyota.com
6/2000 - Present

Century Village Pembroke Pines
13300 SW 10th Street
Pembroke Pines, Florida 33027
George Beckhart 954-435-6001
Email: gbeckhart@cenrec.com
3/2015 - Present





SECURITY SERVICES

City of Fort Lauderdale

FPI Security Services provides security services to the City of Fort Lauderdale. FPI is contracted to secure two water treatment facilities using armed guards. Guards make rounds of the facilities using a golf cart. The guards must screen all visitors at a guardhouse and provide them with a visitor's passes. Guards are trained in hazardous materials and Homeland Security procedures for a high risk facility.



CITY OF
FORT LAUDERDALE

City of Coral Gables

FPI Security Services provides security services to the City of Coral Gables. FPI provides Citywide security services including their City Hall, parking garages, public works, parks, and special events. Officers were tasked with completing rounds of the buildings and securing City assets. Officers are in constant communication with the City's Administration and Coral Gables Police Department. Our officers communicate with the Police via a Police issued radio.





SECURITY SERVICES

City of Hialeah Fire Department

FPI provides fire watch services for the entire City of Hialeah. FPI maintains a strong relationship with the Fire Department and is contacted in the case a property is without fire alarms systems or fire sprinklers. It is our responsibility to maintain a high alert for fire hazards and report immediately to the fire department.



Century Village of Pembroke Pines

FPI has a staff of over 50 employees that are responsible for securing a property with over 7,000 living units. The property is a 55+ community and has two gatehouses with multiple visitor lanes. We have multiple patrol vehicles patrolling the property 24 hours a day. Patrol officers are responsible for responding to medical calls and assisting first responders. We are tasked with securing a 135,000 sq ft clubhouse with theatres, party rooms, and a gym.





SECURITY SERVICES

Headquarter Honda

FPI Security Services provides coverage to the Headquarter family of dealers that span the entire State of Florida. We are tasked with ensuring assets are delivered in good condition and patrolling each site to deter crime. We also complete investigations at the request of Headquarter management.



HEADQUARTER
HONDA

Your Security is Our Profession!



REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title:E-Mail Address: Telephone: Fax: **Project Information:**Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

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Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title:E-Mail Address: Telephone: Fax: **Project Information:**Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:

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Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title:
E-Mail Address: Telephone: Fax: **Project Information:**Name and location of the project:

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Reference Contact Information:Name of Firm, City, County or Agency: Address: City/State/Zip: Contact Name: Title:
E-Mail Address: Telephone: Fax: **Project Information:**Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date: Size of project: Cost of project: Work for which staff was responsible: Contract Type: The results/deliverables of the project:



Tab 5

Firm Understanding and Approach to the Work



SECURITY SERVICES

1. Statement of Understanding

FPI Security Services fully understands the scope of this RFQ and the intentions of the City of Pembroke Pines. The scope of work covers many different services in which FPI has extensive experience. We understand the City is looking for a professional security agency that will provide high standards of security service throughout the City. Through our experience working for other municipalities, we have learned the importance of training, customer service, and communication. These are the areas we will focus on throughout our approach to provide the City of Pembroke Pines with professional security guard services.

The scope of work covers five (5) City facilities located at different areas throughout the City. These facilities will require unarmed security personnel except for the Broward Correctional Institution Property which will require an armed guard as well as a marked patrol vehicle. The only other vehicle required per the RFQ is a marked/ lighted golf cart at the Howard C. Forman Human Services Campus. The remaining City facilities not previously mentioned include Academic Village, Storage Lot, and Pines Place.

The project consists of a total of 27,456 man hours and 13,104 vehicle hours on an annual basis. Out of the total number of hours, 23,088 are scheduled to be unarmed security service. The remaining 4,368 hours will be utilized at the Broward Correctional Institution as an armed security service. There will be a marked and lighted patrol vehicle assigned to this location even when no officer is present or on duty.

FPI Security Services has extensive experience in providing the requested services throughout the City. We have gained this experience by providing similar services to municipalities such as City of Fort Lauderdale, City of Coral Gables, and City of Hialeah. We have found that professional service to our clients is achieved by providing extensive training pre-employment as well as continuous training throughout employment. Just as important as training are communication and customer service. While performing the services under this RFQ, our officers will not only be FPI employees but representatives of the City of Pembroke Pines. That is why we stress the importance of customer service to our staff, especially when assigned to a government facility.

FPI Security Services is fully capable and willing to provide the services requested in this RFQ. We are also fully capable of providing additional services at additional facilities not listed in this RFQ. We look forward to the opportunity of presenting our company and the services we provide through this proposal for the services requested at the City of Pembroke Pines.



SECURITY SERVICES

2. Approach

1.6.1 Descriptive Tasks and Responsibilities

A) **Security Officer:** The specific tasks for the Security Officers will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City.

Our security officer will be tasked with all the duties discussed in section 1.6.1 of the RFQ. Additional services and tasks will be included in the post orders after meeting with City officials to determine the specific needs of each facility.

Our security officers will be tasked with providing crime deterrence and visibility throughout their shift. All the officers hired by FPI Security Services are placed through a 16-hour pre-assignment training course. This training course is not required by the State of Florida; however, it is imperative that all security officers we employ are familiar with proper policies and procedures. This training course also ensures that our security officers meet our standards.

B) **Site Supervisor:** The specific tasks for the Site Supervisor will be determined at a later date and contingent upon the specific facility, location, or assignment needs. The required tasks shall be approved by the City. The general tasks for the Site Supervisor shall include all the tasks listed for the Security Officer position along with the provision of oversight and guidance to subordinate Security Officers.

FPI Site Supervisors are tasked with being a liaison between security officers and FPI management. This system allows for a good flow of communication between our staff. As stated previously, communication is one of the processes that provides efficient operations. Communication includes completing incident reports and daily activity reports, debriefing your relief, notifying Pembroke Pines Police of all incidents.

C) **Selected Proposer's Project Manager (SPPM):** FPI Security Services will provide a Project Manager to the City of Pembroke Pines. The Project Manager will meet all the qualifications required by the City. The Project Manager will be responsible for meeting with City personnel regularly to adjust resources as needed. He/She will be responsible for ensuring all officers assigned to the City are in full uniform and meet the standards necessary. This person will be available at all times via phone or email and can respond to any situation that arises throughout the length of the contract.

1.6.2 Reporting Requirements and Procedures

FPI Security Services understands the importance of accurate and thorough documentation. For this reason, we have implemented an electronic reporting system that can be accessed from a laptop or mobile device in the field. The reporting system



SECURITY SERVICES

outlines all the required information and allows the officer to attach pictures. This report is then forwarded to the appropriate City personnel for review.

All officers assigned to the City will be responsible for completing a daily activity report throughout their shifts. This report will document activity as it occurs and provide an outline of the officer's shift. The officers will also complete incident reports after unusual events or criminal acts occur. These reports will all be completed on our electronic reporting system. The reports will be forwarded to the appropriate City personnel once completed and will be readily available at all times.

1.6.3 Post Order

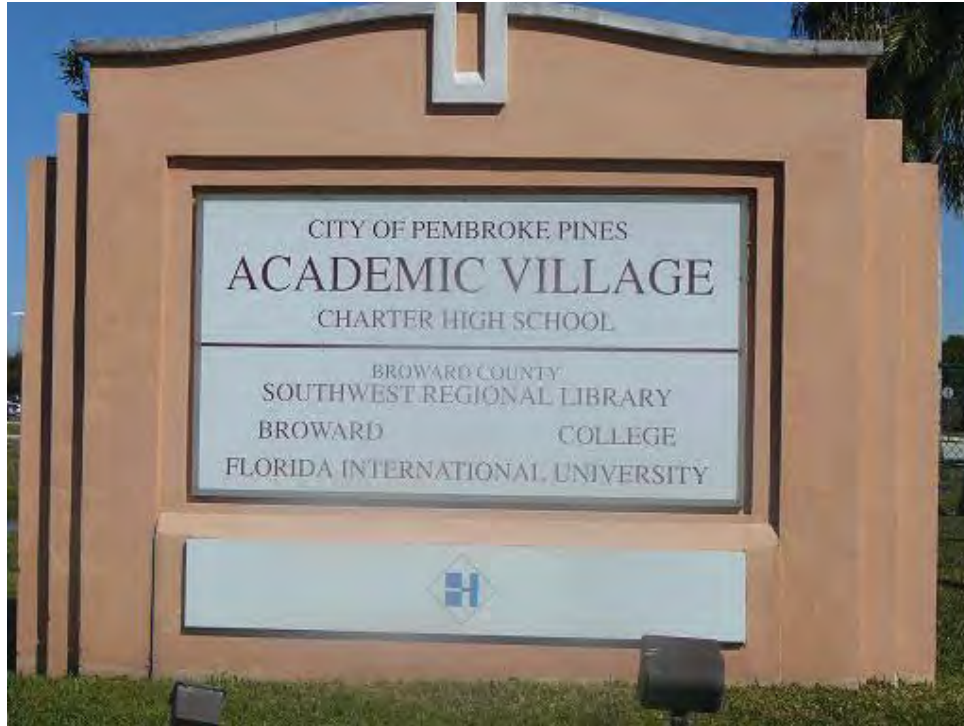
FPI Security understands the importance of communication in providing high levels of service. If awarded the contract, our first course of action would be to meet with the facility supervisors and the Pembroke Pines Police Department. After meeting with City administrators, we will begin to develop a comprehensive post orders. A draft will be provided to the City for feedback and approval.

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SECURITY SERVICES

Academic Village



Schedule

Monday- Friday 7:00pm-7:00am
Saturday and Sunday 24 Hours
108 Hours Weekly

Service

(1) Unarmed Security Officer

FPI Security Services will provide one security officer at the times listed above. The academic village is home to several educational institutions. These institutions will be inhabited by students. Our officer will be responsible for providing security in the non-business hours. During this time, our officer will conduct golf cart and foot patrols of the property. FPI will install checkpoints throughout the facility to ensure proper coverage of the facility.

We understand that the City currently provides a golf cart for this facility. It is our recommendation that the golf cart utilized at this facility be equipped with lights that provide high visibility. This will provide a high level of deterrence and maximize the effectiveness of the security officer.

After meeting with City personnel, duties at this location will be included in the comprehensive post orders.



SECURITY SERVICES

Storage Lot



Schedule

Monday-Sunday 7:00pm-7:00am
84 Hours Weekly

Service

(1) Unarmed Security Officer

FPI Security Services will provide one unarmed security officer at the Storage Lot located on Pembroke Rd. and 108th Avenue during the hours listed above. The security officer assigned to this location will be responsible for conducting foot patrols of the storage lot(s). During these foot patrols, they will provide visibility and inspect City property to ensure it has not been tampered with or missing.

Due to the size of the property, it is our recommendation that this officer be equipped with a lighted golf cart. The lighted golf cart will provide high visibility and mobility. According to our review of the property on Google Earth, the property appears to be almost half a mile in length. This could create coverage concerns without the assistance of a lighted golf cart.



SECURITY SERVICES

Pines Place



Schedule

24 Hours per Day
7 Days per Week
168 Hours Weekly

Service

(1) Unarmed Security Officer

FPI Security Services will provide (1) unarmed security officer at the Pines Place Apartments for the schedule listed above. Since there appears to be a guardhouse, the officer will be posted there. The guard will verify all visitors and request identification. This property is also in close proximity to the Howard C. Forman Human Services Campus. It is important that both officers maintain communication via radio always. In the event of a dispute at the gate, the officer from the Howard Human Services Campus could respond at a moment's notice to assist.

FPI Security Services has extensive experience providing guardhouse services to communities with a high volume of vehicles. Our experience has allowed us to develop strong policies and procedures at guardhouses. Customer service is the #1 thing we emphasize when training an officer for a guardhouse. A confident, pleasant, and professional officer will be more likely respected and cooperated with.



SECURITY SERVICES

Howard C. Forman Human Services Campus



Schedule

Monday-Sunday 7:00pm-7:00am
84 Hours Weekly

Service

(1) Unarmed Security Officer
(1) Lighted/Marked Golf Cart

FPI Security Services will provide an unarmed security officer at the Human Services Campus along with a marked/lighted golf cart. The offer will be responsible for patrolling the property on the golf cart and maintaining high visibility. The officer will respond to incidents and contact Pembroke Pines Police Department as necessary. We will provide checkpoints throughout the property to ensure proper coverage.

Officer will maintain communication with the officer at Pines Place. In the event of a dispute, officer could respond and assist in a timely fashion. Both officers can communicate suspicious activity back and forth to ensure maximum awareness.

Officers assigned to this location will be certified in CPR/AED due to the health institutions located on the property.



SECURITY SERVICES

Broward Correctional Institution



Schedule

Monday-Sunday 7:00pm-7:00am (Security Officer)
Monday-Sunday 24 Hours (Patrol Vehicle)

Service

(1) Armed Security Officer
(1) Marked/Lighted Patrol Vehicle

FPI Security Services understands that this property may be sold prior to contract start date per the Q & A. In the event that the property is not sold and services would be required, FPI is fully capable of providing the required services. FPI has provided Armed Security Officers at City of Fort Lauderdale Water Treatment Facilities and is experienced in serving a municipality in this role.

Armed Security Services require significant training prior to assignment. Our officers are placed through a qualifying course in addition to the required training of the State of Florida. FPI's course ensures that our officer's meet our high standards of service. Use of force and crisis intervention will be key subjects covered in the training.

The officer would patrol the property with overhead lights on for maximum visibility. Any suspicious activity will be reported to Pembroke Pines Police Department. The officer will be equipped with a radio to communicate with FPI dispatch at all times. This property would provide checkpoints throughout the property to ensure proper coverage.



SECURITY SERVICES

Proactive Management Plan

- i. FPI Security Services firmly believes that training is an essential part of providing high levels of service. Our training programs, discussed herein, will touch on subjects covered in every security officer's pre-licensure training. Our training will ensure that officers not only meet the State of Florida's standards, but also ours. FPI and our management team have extensive experience in providing similar services to other municipalities.
- ii. Customer service is an important factor in providing high levels of service. Customer service not only to the people utilizing City facilities, but also customer service to the City. Regular meetings with City personnel will ensure that FPI is meeting all the requirements at all times. Any issues that may arise throughout the contract will be corrected immediately. Our goal is to provide the City with services that exceed their expectations.
- iii. Our officers will be training in the use of force laws. Crisis intervention will be a key lesson during this training. It is important our officers attempt verbal cues in an effort to deescalate any situation. In the event this is unable to be successful, appropriate use of force procedures will be shown.
- iv. Our electronic reporting system has modules that allow us to run reports with information about incident report types, frequency, times, and locations. This kind of information will be shared with the City in an effort to better allocate City resources.





SECURITY SERVICES

Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder

Post: All, Including Dispatch Center and Administrative Offices

Approved By: Alexander Perez, President, & CEO

Purpose:

The Emergency Preparedness Plan's purpose is to establish protective measures and preparations for FPI's Security Officers, post staff and visitors, and the facilities before, during, and after a hurricane, or any emergency needing emergency actions.

Definition:

Hurricane season is in effect from June 1 through November 1st. During this period of time, the following conditions of readiness will be implemented to ensure maximum preparedness.

ALERT CONDITIONS AND ACTIONS

Phase I:

FPI Administration and Operations will prepare staffing plans. Employees required to be on duty during the hurricane, will receive shelter accommodations if needed. Post Schedules will be adjusted accordingly to try and accommodate all personnel. Contract Coordinators will contact individual contracts and request which properties will require security coverage before, during and after any storms. Initial provisions will be made for food, water and shelter for on duty Dispatchers and Supervisors. Personnel Dept. employees will create a contact list of employees willing and able to work before, during and after a storm.

Site Supervisors, Road Patrol Supervisors, Operations and Administration Directors will be kept informed of the situation by the Dispatch Center.

Phase II:

A tropical storm or hurricane is fully developed and is predicted to impact the South Florida area within 72 hours.

FPI Contract Coordinators and Directors prepare staffing plans. Plans should include the creation of a team of employees that will be at the requested posts and the Dispatch Center before/during (Team A) and after (Team B). Team A should consist of enough



SECURITY SERVICES

numbers that will allow one sub-team to work and one sub-team to rest. Team A members should expect to be at their assigned post for at least 48 hours.

Operations Directors are expected to participate in accordance with Hurricane team schedule.

When a Hurricane Watch has been called, hurricane conditions are possible within 36 hours. All departments should complete the procurement of their necessary supplies as well as resolve any problems that will interfere with the hurricane plan. The Operations Director will coordinate a meeting with all Department Directors and Staff to make the final preparations for hurricane/tropical storm. A list of important contact phone numbers will be available at the Dispatch Center

Phase III:

A Hurricane Warning is issued when hurricane conditions are within 24 hours.

Hurricane Post kits, see attachment in page for a list of items, will be distributed by Road Patrol Supervisors. FPI personnel should secure their Post and the Dispatch Center: request any needed supplies, check emergency equipment, print employee contact lists and print the Security Officer schedule every hour, and work together as a team to coordinate transfers and discharges.

At least one Director or his Designee will be at the Dispatch Center

EMPLOYEE RESPONSIBILITIES AND INFORMATION:

- RESPONSIBILITIES

Employees at the Dispatch Center or at their assigned Post will report in as usual, via the computerized employee attendance system. In the event that this system fails, Security Officers on post should call the Dispatch Center at 1-800-374-4316 or 305-827-4300 to report their clock in / clock out times and their hourly check in.

Employees who are unable to be at their assigned Post during the storm are to call the Dispatch Center as soon as the hurricane is deemed over by the Broward Emergency Management Center or Miami-Dade Emergency Operations Center, whichever is appropriate. With the call, the employee is to let the Dispatcher know if he/she is available for duty. If the telephone system is down, the employee should report to the Dispatch Center to determine if his/her services are needed. In the likelihood of the disruption of telephone services, employees are expected to listen to radio or television announcements by civil authorities (e.g., County Manager or Emergency Management representatives) advising of post hurricane emergency needs, cautions, and requests for assistance as well as clearance to report back to work.

If an employee is scheduled to work and arrived at their assigned post before the beginning hour of their shift, the employee must report to their respective Supervisor. When an employee has completed their shift, they are to report back to their Supervisor. If there are no further assignments, they should remain there until reassigned.



SECURITY SERVICES

- INFORMATION

Employees who are required to work before, during and/or after a hurricane should be advised of the following:

1. Plan to arrive at their assigned Post before high winds pose a risk.
2. Dress in the Uniform of the Day for their assigned post. Security Officer's working over 12 hours, may wear a Security t-shirt as assigned by their Supervisor.
3. Employee's should bring all necessary toiletry and clean uniform items with them for 48 hours.
4. Employees should bring water and food with them. Supplies will be provided by FPI, but arrival of supplies will be dictated by wind speed and road conditions.
5. Employees, who are required to work, must report to their respective Supervisor.

- COMMUNICATION

Contract Coordinators and Supervisors will be responsible for communicating individual Post's needs to the Dispatch Center. The same communications protocols that are followed on a daily basis will also be followed during disaster.

PROVISION, STORAGE AND UTILIZATION OF KEY SERVICES DURING HURRICANE

ADDITIONAL SUPPLIES:

FPI will attempt to provide food and water to available posts. Employees should strive to be self-sufficient, and request any additional supplies before the storm arrives. Supply requests should be made with the Dispatch Center and relayed to the Road Supervisors, via telephone, through e-mail, or text message.

Dispatch Center Safety & Safety/Emergency Power



SECURITY SERVICES

All interior locations are secure for hurricane preparedness.

- Grounds / Roof Areas: Once Hurricane Watch has been established, Operations Department will be responsible for policing all grounds and roof. Landscaping contractor will be called to trim trees. All dumpsters will be emptied by contractors.
- Generators: At Hurricane Watch, generators will be tested; the Dispatch Center is equipped with back-up emergency generated power. There is one generator that services the Dispatch Center and Administrative Offices. Alternate emergency power sources are available via contractor. Operations Department will assure that three (3) feet of sand bags protect generators for the Dispatch Center
- Gasoline: The Dispatch Center has gas tank capacity for generators of 500 gallons. This assures sufficient fuel for five (5) days. Operations will assure that all tanks are filled when a Hurricane Watch has been posted.

Hurricane Post Supply Kits

Typical Post Kit:

- 3 Flash Lights D-Size Batteries(Hand Held)
- Spare D-Batteries
- 4 Spare Bulbs
- 10 Rolls 2" masking tape
- 4 Rolls of duct tape
- Fluorescent light sticks
- 1 Box of 30 Gallon Contractor Trash Bags
- First Aid Kit

FPI SECURITY SERVICES

POLICY AND PROCEDURES

SUBJECT: Emergency Preparedness Plan, e.g. Hurricane, Civil Unrest or Disorder
(Security Personnel Responsibilities)

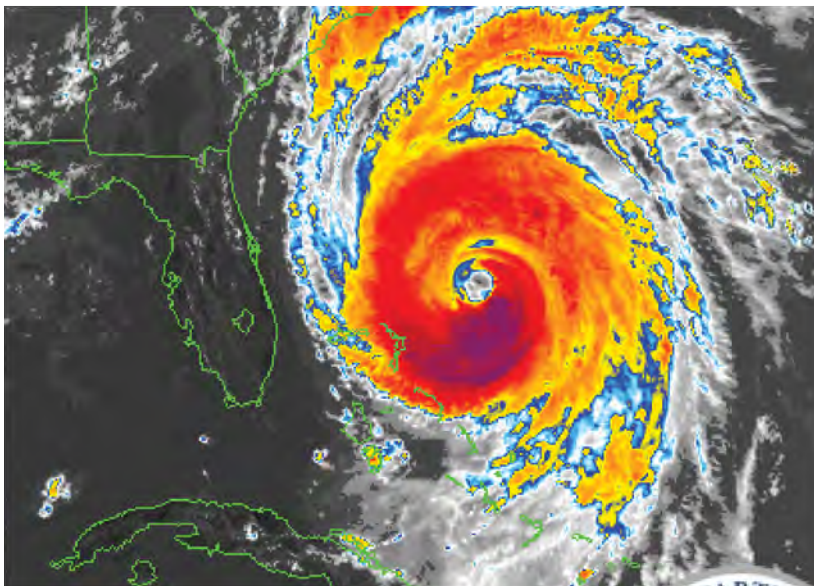
Post: All, Including Dispatch Center and Administrative Offices

Approved By: Alexander Perez, President, & CEO

Purpose: To provide plans of action in the event of a weapons of mass destruction incident and or any localized incident.

In the event of weapons of mass destruction incident and or any localized incident occurring within the immediate area of the Dispatch Center or Contracted Property, Security personnel and Local Police Officers present will respond to a designated command post where the situation will be assessed. If any further assistance is needed from Police and Fire departments, that will be requested by the Police Officer(s) if a partial or full evacuation of any Contracted Property is needed, the Security department and the extra duty Police Officer will take direction from the Administration in charge/ Incident Commander.

In the event of a weapon of mass destruction incident or any other catastrophic incident, the Fire / Police Departments will instruct Security personnel as to their duties.



FEMA

Communication and Dispatch Center



FPI Security Services has a 24-hour dispatch center as well as a 24-monitoring station. This station is backed up by generators for continuity of services throughout a disaster.

- Will be located in Pembroke Pines
- Manned 24-hours a day 7 days a week
- Camera monitoring station
- Equipped with generators





SECURITY SERVICES

Quality Assurance Plan

FPI Security has three core values that it uses in its business model that are essential to our success.

Family

Pride

Innovation

Family

At FPI, family is everything. We treat our employees and our clients like family. From the newest security officer to the top executive, everyone is considered family. Our employees work better when they are treated with respect and taken care of. We provide incentives for employees to serve you better. Gift cards, bonuses, and referral incentives are some of the programs we use to make our employees feel appreciated. Happy employee=Happy client. We have a turnover rate significantly lower than other competitors. We feel this is because of our culture of family is everything.

Pride

We take pride in all that we do. This sounds cliché, but it's a value that was instilled in the company since its founding in 1981. Andres Perez, our founder, decided to create a security agency that stood above the rest. He saw a need that could be filled. FPI Security Services was founded to provide high levels of service at an affordable price. Our customers receive the highest standards of service without paying the premiums charged by national and global companies. Our ownership invests money in our equipment on a regular basis to ensure we look sharp. We take pride in having a prestigious fleet of vehicles equipped with the latest in technology. Our supervisors are tasked with inspecting our officers in the field to insure they meet the high standards of appearance.

Innovation

Our company is constantly investing in the newest technology in the security industry. We attend global conferences to keep up to date with the necessary upgrades. For example, we have body worn cameras, mobile dvr's with cameras on our vehicles, mobile trailers with cameras, GPS tracking of our officers, electronic time and attendance, electronic reporting systems, and much more! Providing the best technology has to offer ensures that our clients are receiving the best services in the industry at all times.



SECURITY SERVICES

Our quality control plan is built around those three values.

Are we treating our clients like family?

Are we providing services we are proud of?

Is our client receiving the best technology has to offer?

These are questions we ask ourselves when reviewing the services being provided to our clients. Our supervisory team is essential in providing feedback on a regular basis from different areas of the company. This is how we discover areas that need improvement.

Appearance

One of the areas we find important in our quality control plan is appearance. In security, appearance is the first impression any person gets when looking at a security officer. A security officer that is well groomed and well dressed with his/her uniform pressed, will earn respect from citizens without even opening their mouth. This is imperative in providing services that we are proud of. Our supervisors are tasked with checking each and every post throughout the day to ensure that our officers are meeting the high standards of appearance set by FPI.

Recurring Training

At FPI, we understand the importance of training. Training is important even after the officer has been working at a post for years. Recurring training ensures that the officer is up to date with recent information. Recurring training is a great way of correcting issues that have arisen from previous incidents.

Communication

Communication is another important feature of our quality control plan. Our project manager will maintain constant communication with City personnel to receive feedback of our services and personnel. If at any time any officer needs to be replaced, it will be done immediately. An FPI Supervisor will relieve the officer until a suitable replacement arrives. We take communication serious. That includes communication with our officers in the field. Our officers have valuable information from the field that only they can gather. Having regular discussions with them regarding the services and what can improve allows us to gather important information that can then be shared with the City.





SECURITY SERVICES

Technology

FPI Security has been serving the community since 1981. With over 30 years of experience, we understand the importance of keeping up with technology. In the last decade, the security industry has seen a substantial increase in technology. FPI Security has made technology a priority to better serve our clients. We participate in seminars across the country to ensure that we are providing the latest that technology has to offer in security. We take pride in having systems throughout our company that allow us to provide state-of-the-art services to our clients.

What technology do we provide our clients? We have an electronic reporting system used by over 300 police departments and security agencies across the world. We have an electronic time and attendance system that makes scheduling almost 300 employees a quick and simple process. This system alerts our 24-hour dispatch in the event an employee fails to show for work. Our vehicles are equipped with cameras and a mobile DVR that allows us to monitor our vehicles 24 hours a day.



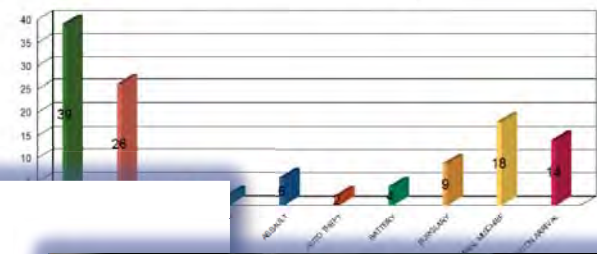
FPI Security Services is always looking for ways to better serve our clients. We work closely with several technology companies in an effort to bring our clients the latest in security technology.



SECURITY SERVICES



Count of IncidentType



Daily Event

FPI Security

Report Range 7/29/2016 to 7/29/2016

RIO, FERMANT
CORAL GABLES

SHIFT: 7/29/2016 08:00 PM 7/29/2016 09:00 AM
Notes
Command use of patrol vehicle #104 from previous shift. Fuel: over 1/2 tank.
Parked and secured patrol vehicle #104 at ground level of parking garage G1 with two officers
to report vehicle's use. Two officers: safety officer and on duty in office. Fuel: 1/2
Starting Miles 24452 Ending Miles 24467

Events:
Event Time Event Location
7/29/2016 08:00 INFORMATION
7/29/2016 08:00 PM CORAL GABLES - PARKING ROVER - GARAGE 1
7/29/2016 08:15 PM
START OF SHIFT

7/29/2016 08:01 REPORT WRITING (ACTIVITY REPORT)
7/29/2016 08:15 CORAL GABLES - PARKING ROVER - GARAGE 1
7/29/2016 08:15 PM

REPORT WRITING (ACTIVITY REPORT)
(including from previous shift)

7/29/2016 08:16 AREA PATROL RIO, FERMANT
7/29/2016 08:37 PM CORAL GABLES - PARKING ROVER - GARAGE 1

7/29/2016 08:37 PM ANCA PATROL WITH DEGGY

7/29/2016 08:41 AREA PATROL RIO, FERMANT
7/29/2016 09:01 PM CORAL GABLES - PARKING ROVER - GARAGE 6

7/29/2016 09:01 PM ANCA PATROL WITH DEGGY

7/29/2016 09:04 AREA PATROL RIO, FERMANT
7/29/2016 09:29 PM CORAL GABLES - PARKING ROVER - GARAGE 2

7/29/2016 09:29 PM

Page 1 of 5 Report generated by ©2016 Competitive Edge Software, Inc.

FPI Security Services uses a fully electronic reporting system that allows officers to document incidents more efficiently. More efficient reporting means that the officer will be patrolling more often and maintain high visibility. Our reporting system allows officers to document their daily activity reports, incident reports, BOLOs, lost item reports, found item reports, and much more. Important information can be uploaded into the system and shared with all officers simultaneously.

The reports are electronically submitted via email to the appropriate personnel. This eliminates the need to keep files and more files of incident reports. The entire process is paperless and therefore, environmentally conscious.

FPI SECURITY SERVICES

Our electronic workforce management system allows us to schedule and manage almost 300 employees from anywhere in the world. The system is designed specifically for the needs of a security agency.

When an officer is unable to report for duty, the system makes it easy to find a qualified replacement in a hurry. This allows us to provide continuity of service to our clients at all times. Our software maintains the employee's personnel file and alerts us to possible expirations of required licenses. This feature ensures that all officers in the field are in compliance with all applicable laws and regulations.

eTime Xpress by Celayix
Industry Standard in Workforce Management

Scheduling Manager for FPI Security Services

Site	Site	Emp	Employee	Srv	Mon 1	Tue 2	Wed 3	Thu 4	Fri 5	Sat 6	Sun 7
4269	Monsignor Edward Pace										
1	PACE GATEHO...	11	Cordero, Canid	SG	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC	05:30-15:00 CorderoC		
1	PACE GATEHO...	221	Aquino, Mirtha	SG	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM	14:00-23:00 AquinoM		
1	PACE GATEHO...	819	Diaz, Dayana	SG						12:00-23:00 DiazD	
1	PACE GATEHO...	951	Garcia, Francisco	SG						06:00-12:00 GarciaF	
4269	Monsignor Edward Pace										
2	PACE PATROL	0	OPEN	SG				07:00-14:00 OPEN	07:00-14:00 OPEN		
2	PACE PATROL	1154	Marrero, Oscar	SG						06:00-12:00 MarreroO	
2	PACE PATROL	1158	Suarez, Manuel	SG						12:00-23:00 SuarezM	
2	PACE PATROL	1305	Amador, Jose	SG	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ	14:00-23:00 AmadorJ		
4231	Ateco										
3	Ateco	65	Perez, Carlos	SG	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC	22:00-06:00 PerezC		
3	Ateco	716	Aquino, Israel	SG	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI	06:00-14:00 AquinoI		
3	Ateco	793	Valido, Alberto	SG	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA	14:00-22:00 ValidoA		
3	Ateco	959	Bispo, Nildo	SG						18:00-06:00 BispoN	18:00-06:00 BispoN
3	Ateco	1585	Ramos, Luis	SG						06:00-18:00 RamosL	06:00-18:00 RamosL

Employee List:

Name	ID	Status
Di Porto, Joshua	1537	A
Diaz, Antuan	1370	A
Diaz, Carlos	797	A
Diaz, Dayana	819	A
Diaz, Juan Jose	1051	A
Diaz, Luis	1291	A
Diaz, Ramon	1152	A
Diejuste, Anson	1565	A
Dominguez, Eduardo	1224	A
Dominguez, Oreste	1413	A
Donale, Amy	1278	A



SECURITY SERVICES

HIKVISION
iVMS-4200



Apple

Windows

Linux



HIKVISION
iVMS-4500



Android

Iphone

Windows



FPI Security has partnered with Hikvision to provide state-of-the-art video surveillance systems. We chose Hikvision because of their high quality. The technology and equipment we provide is currently used in London's massive video surveillance system. From design to installation, FPI can provide you a comprehensive security solution to meet today's ever-increasing security demands.





SECURITY SERVICES

Personnel

FPI Security Services understands the importance of maintaining strict hiring standards. We take pride in having one of the strictest hiring standards in the industry. Having high hiring standards is our way of mitigating poor service to our clients. All our employees are screened at the State and Federal level for criminal history. Every employee must submit to a 7-panel drug screening pre-employment and randomly throughout their employment, per our Drug Free Workplace Policy. We also perform a State of Florida license verification pre-employment to confirm license status. All records will be made available to the City of Pembroke Pines.



FPI Security Services understands the qualifications required for the personnel assigned to the City of Pembroke Pines. The required qualifications are minimum standards that our company already requests from our employees. Our hiring standards meet or exceed all the required qualifications. Our employees are screened for criminal history and drugs pre-employment. They must also pass a written communication screening that requires the employee to write several reports prompted by various scenarios. This will ensure that employees can communicate the required information via an incident report.

We maintain a pool of candidates by using multiple recruiting sources. We place ads in all the leading job recruiting sites such as Monster, CareerBuilder, Indeed, and many more! Applicants can easily apply via our website. This allows us up to receive a high volume of candidates which is necessary to screen and find the right candidate.





SECURITY SERVICES

Training Program



Personnel Training

FPI has developed several training programs that enable the company to begin client contracts with personnel that are knowledgeable and up to date with all State and Federal Laws, community posts orders and specific site training procedures.

FPI values the importance of your business and recognizes the reward of continuing education. Our principals are "An Educated Associate=Good Performance=Long Term Relationship". The following is a training program to be implemented at your site prior to and during our term as your security provider.

Initial Training

This training will take place at our State Certified Training Facility and will encompass most of the material included in this section. The officer will receive computer training and will be tested on their ability to handle stressful situations and handle public relations situations as needed.

Training Program

The overall training of each officer includes a new hire training class, on-site training and post retraining every three to four months. The following is an outline of the programs.

Basic Training (New Hire Training)

Each contract employee including supervisors, are required to pass a written test on all subjects in class in accordance with this contract. Each employee, should he/she fail the written test on the initial attempt, will be given one additional opportunity to retake the written examination within a single ninety-day period. Each officer will receive numerous hours of initial instruction that will include the following:



SECURITY SERVICES

I. Roles and Functions of Security Personnel (2 HOURS)
<ul style="list-style-type: none">• Protection of Person and Property• Role of Security Personnel• Public Relations• Human/Interpersonal Relations
II. Report Writing (2 HOURS)
<ul style="list-style-type: none">• Report Elements 6 interrogatives (Who, What, When, Where, How, Why)• Requirement for legibility and literacy (clear, neat, complete, brief, accurate, prompt)• Significance and Use of Reports• Observation Techniques• Field Note-Taking Pre-Requisite to Good reporting• Procedure (outline, draft & final product)• Importance of Proofreading• Sample Report Common to the Security Industry• Grammar Guidance• Punctuation and Capitalization
III. Ethics and Professional Conduct (1HOUR)
<ul style="list-style-type: none">• Describe what professional conduct is for a security officer• Code of conduct or code of ethics (defined)• Uniform and personal Grooming• Effective Assertiveness• Discipline• Readiness: Shift work and sleep adjustment• Alertness• Honesty• Developing rapport with management, employees and guest
IV. Legal Issues / Civil Liability (2 HOURS)
<ul style="list-style-type: none">• Felonies - misdemeanors (types, punishment & identification)• Arrest - Detention• Search - Seizure• Use of Force• Interviews• Testify - Courts, Depositions, State Attorney Hearings• Florida Criminal Laws relative to common crimes, such as theft, assault, battery,• robbery and burglary• Limitations of Arrest Authority (citizen arrest and retail theft)• Legal use of Force and Chapter 776, Florida Statutes• Response to Crimes in Progress• Guidelines for when client requests a search



SECURITY SERVICES

V. Patrol Techniques: Foot/Vehicle Patrol (2 HOURS)

- Radio Communications
- Gate House, Sign-in, Entry Systems
- Clocks & Key Rounds
- Alarm Response
- Control Room - Console Monitoring & Response
- Traffic Control
- Vehicle and Suspect Approach
- Night Vision, Shadowing and Light Adjustment
- Define Patrolling
- Purpose for Patrol
- Types of Patrol
- Identify Required Equipment for a Security Officer
- Mobile Patrol and Vehicle Safety (Defensive Driving Techniques)
- Preventative Patrols and Fire Watches
- Fixed Post Duties and Vehicle Control

VI. Emergency Procedures (2 HOURS)

- Weapons of Mass Destruction
- Fire and Bomb threats and evacuation - Law Enforcement Response
- Weather Alerts (Hurricane, Flood, Tornadoes)
- Nuclear Power Plant Alerts
- Special Response: Gangs, Mentally Ill, Juveniles , Alcohol & Drug Abuse
- Riot Preparation
- Natural Disaster Preparation and Responses
- Major Electrical Failure

VII. Basic Emergency First Aid (3 HOURS)

Provide the student with the basics of first aid techniques so that they will be able to service a victims needs until professional assistance arrives.

Basic first aid instructions on various injuries, wounds and shock: emergency response requirements

Provide information about the Florida Good Samaritan Act

Orientation to blood borne pathogens

CPR/ AED

VIII. Use Of Communications Equipment (2 HOURS)

- Telephone
- Two-Way Radio Use and Procedures
- Cellular Communications
- Routine and Emergency Procedures
- Telephone Etiquette



SECURITY SERVICES

On Site Training

Facility Training (40 HOURS)

In addition to the above training each employee, whether an officer or supervisor will be trained in the areas below. Each employee must be familiar with all requirements of a specific facility before being assigned to it. Designated employees of client may ask FPI employees questions about these areas. FPI will provide this training at the facility in coordination with the client, prior to the employee performing their duty.

- I. General information and special orders for the facilities to be protected under this contract (8 Hours).
- II. Operational procedures for systems on the protected premises (8 hours).
- III. Additional support and supervision (24 hours)

Post Re-Training (4 HOURS)

Re-training of officers is provided on an “as needed” basis, usually every three to four months.

- I. Similar to the fore-going with emphasis on new or special circumstances that might have arisen (2 hours).
- II. Obtain feedback from officers as to their perception of the post (2 hours).





SECURITY SERVICES

Why is this proposal most beneficial to the City?

FPI Security Services has been a leader in providing security services to the South Florida community since 1981. We are currently moving our entire operations to the City of Pembroke Pines. We currently have significant resources invested in the City of Pembroke Pines. Serving large clients such as Century Village and SilverLakes, located within the City of Pembroke Pines, has allowed us to develop relationships with the Pembroke Pines Police Department. We are well informed on the issues and concerns of the City.

If awarded this contract, we will continue to serve the City of Pembroke Pines community with pride and integrity.





SECURITY OFFICERS

FPI provides uniformed and plain clothed armed and unarmed security officers for access control, theft prevention, surveillance, intrusion prevention, vehicular foot patrol and other non-uniformed service as requested in this proposal on a 24 hour basis, 365 days a year. FPI also provides specialized services including concierge, guard house, doorman security services, personal security checks, traffic and parking control, plant security, protection against fire, theft, sabotage and safety hazards. Others clients include retail establishments, hospitals and governmental agencies. Also provided are corporate investigative services, security analysis, security surveys, background investigation and personal security services for high profile executives and celebrities.

Our requirements for security service representatives surpass the expectations of all requests.

Qualified personnel must meet the following:

Level 1

Minimum of one year experience as a Security Officer

3 months of telephone customer service experience

US Citizenship or Alien Form 1-9

Fluency in English & Spanish verbal and written skills and able to complete mathematical problems

Ability to maintain composure and professionalism at all times

Detail oriented, ability to efficiently review data to verify accuracy

Ability to work independently



SECURITY SERVICES

FPI personnel receive training both in the classroom and on the job to assure that all personnel have the knowledge and ability to perform the work required. FPI provides all personnel with customized training specifically for all position. FPI uses the most recent Florida State Approved training curriculum for security guards and certifies all FPI personnel.

Level 2

This is the intermediate level of a security officer and represents the fastest growing part of our business with 40% of all officers in this program. To be eligible an officer must have fulfilled at least one of the following:

- Two or more years of military service
- College Degree in Law Enforcement
- Two years of security experience
- Two or more years of college
- CPR, AED and First Aid certified
- Fire Watch and Crowd Management trained

SERVICES

FRONT DESK:

Management of residential and commercial premises, to ensure the efficient and smooth entry for your residents, tenants and clients; with constant patrol to prevent and detect signs of intrusion and ensure the security of all points of entry to the facility.

Security control entrance to monitor the entry and departure of employees, outside workers and non affiliated personnel that may pose an additional risk to the association's interest.

Provide a control center for telephone communications to take messages, answer questions and or provide information as needed at any time during business and non business hours.

SITE PATROL:

Protection of your commercial and residential site around the clock or as requested. Security circulation amongst visitors, patrons, and employees to preserve order and provide required protection of the premises to include: appropriate warnings when warranted, and the eviction of violators from the premises when required in a safe and professional manner.

Site officers are tasked with inspection of security systems, equipment and machinery for proper functionality and to detect any evidence of tampering. If any faults are detected officers will activate proper protocols to immediately address the condition and provide the appropriate response, maintaining an equivalent level of security until the issues is resolved.

A Deggy system will be implemented thru-out the facility to insure maximum patrol coverage and adequate accountability.



SECURITY SERVICES

All Parking areas will be monitored and patrolled for the appropriate corresponding vehicles and to ensure proper parking rules are followed.

Security Officers will respond to all alarms and investigate any disturbance initiating FPI Protocols for reporting and response.

All officers are tasked with answering questions in the assistance of our clients and provide information as needed as well as write reports of activities and irregularities such as:

Any equipment and property damage

Theft

Unauthorized persons

Unusual occurrences

Incidents

EMERGENCY SITUATIONS:

Our dispatch staff and security officers are equipped to handle emergency situations 24 hours a day, 7 days a week. All security officers are radio equipped and in constant communication with our dispatch center at all times.

All officers are trained in emergency notification for Police and Fire response, should an incident occur at the facility.

FPI officers will assist Police and Fire Unit in case of emergencies.

PATROL VEHICLES:

Effective coverage of the site can be achieved using various patrolling methods including foot patrol, bike patrol, golf carts and patrol vehicles.

PRIVATE INVESTIGATION:

Professional and discreet private investigation and surveillance services performed by licensed and trained personnel will be available should this service be needed.

SUPERVISION

FPI will make candid visits by our Patrol Supervisors who inspect each site at least once per shift. All Patrol Supervisors will also be available to assist with any issues that may arise during a shift. Our Supervisors are experienced in providing additional training to officers encountering difficulties in any area of duty. This service is performed at no additional cost to the Association



EMPLOYEE SCREENING:

FPI can help the Association conduct a thorough personnel screening.

Some of our services include:

Polygraph Exams

Background Checks

Credit Reports

Workman's Compensation Checks

DRUG FREE WORK PLACE

FPI is committed to creating and maintaining a drug-free workplace. Our policy now formally states that substance abuse will not be tolerated.

Employees who are found to be under the influence of illegal drugs or alcohol or who violate this policy in other ways are subject to disciplinary action including termination. Because of the serious nature of these violations, each individual case will be thoroughly investigated to determine the appropriate course of action. Included in this policy is pre-employment screening of all personnel and random drug and alcohol tests that are done on a regular basis.

INSURANCE

FPI shall furnish to client a Certificate(s) of Insurance, which indicates that insurance coverage has been obtained which meets the requirement as outlined below:

Workman's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

General Liability on a comprehensive basis, including Personal Injury Liability, in an amount not less than \$ 1,000,000 combined single limit per occurrence for bodily injury and property damage.

Excess Liability covering in an amount not less than \$1,000,000.

Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount up to \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

Terrorism Insurance (where required).

The insurance coverage provided will include those classifications, which most closely reflect the operations of the vendor. Companies authorized to do business under the laws of the State of Florida shall issue all insurance policies required above.



UNIFORMS

Uniform type and use shall conform to standards and usage described below:

All employees performing under this contract shall wear the same color and style of uniform. Appropriately, female members of the guard force shall wear feminine style uniforms.

FPI shall, prior to the contract performance date, submit to client's representative documentation that the following items of uniforms and equipment have been issued to each employee. FPI shall issue a sufficient quantity of uniform items to ensure that each officer is in proper uniform while on post. Any disputes regarding application of the standards shall be referred to the client.

Note: Uniforms and equipment must be in good condition and meet the company's standards. As always there is never a charge to our officers for the uniforms or accessories that they wear.

The uniform shall only be worn when the officer is on official duty or when the officer is in transit between his/her place of residence and duty station.

Shoes shall be low quarter or high-topped, lace types with police or plain toe and standard heel.

NOTE: No officer will be on duty until he/she is completely uniformed including accessories as per the client's requirements.

FPI will furnish all officers with an adequate number of uniforms without cost to client. In addition, uniform cleaning and maintenance is made the responsibility of the officer. However, in those instances where the uniforms furnished are made of "wash and wear" material, they may be routinely washed and dried with other personal garments, and do not require any special treatment; such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of client's contract or by FPI.

SUPPLEMENTARY EQUIPMENT

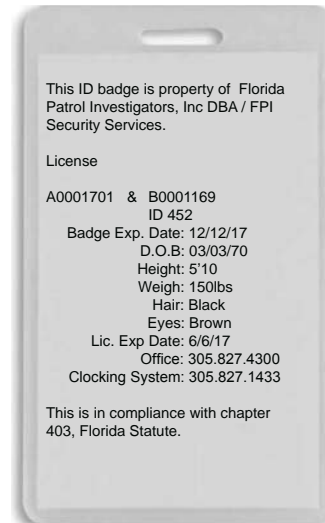
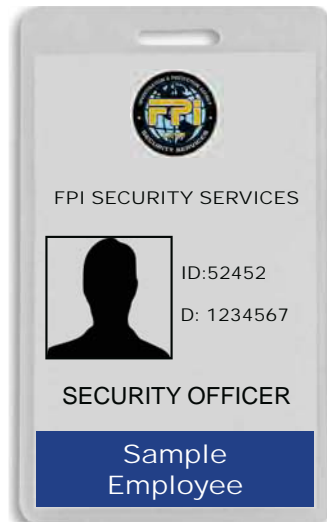
Each officer on duty shall be equipped with supplementary equipment including, but not limited to notebooks, pens, pencils, replacement flashlight batteries and bulbs, traffic control safety apparel (reflective vests, gloves, traffic buttons, etc.) as appropriate to operations. Officers shall not be permitted to issue themselves any unauthorized supplemental or personal equipment, such as concealed firearms, knives or other non-standard items.

FPI shall provide and maintain, on-site, an adequate supply of batteries for all flashlights and traffic control batons.

Inclement weather clothing shall be required for those officers required to perform duties while exposed to cold, rain, and other inclement weather conditions. All inclement weather clothing must be identical in style and color for each officer.

Sample Uniform and Duty Equip

Florida Patrol Investigators, Inc. Current Company Card - June 2015





ADDITIONAL SERVICES

MOTORIZED PATROL EQUIPMENT

Patrol vehicles (where applicable), shall be provided by FPI. Vehicles shall be in operating condition at all times. All costs for the operation and maintenance of vehicles, including all license and insurance fees, but excluding fuel shall be born by FPI. Each vehicle shall be marked for identification. In the event a patrol vehicle is temporarily inoperable (due to maintenance, etc.), an equivalent, fully operational, substitute vehicle, will be provided ensuring the vehicle furnished under this contract complies with the requirements outlined herein, spot light, hand held or otherwise.

Patrol Vehicles can be equipped with (additional costs may apply):

GPS Tracking, customer will receive daily GPS Tracking reports Mobile Computer Terminals, customers may receive E-Mailed Daily & Incident Reports Video Recording, video and still photographs will be available upon request

FPI will be happy to place important information that you provide, on the sides of the patrol vehicles that have been assigned to your property.* Below, please find a sample of what can be custom tailored for your property.

*FPI will try to have these marked vehicles available during all patrol rounds. FPI asks for your understanding and patience, when these vehicles are out of service, for maintenance / repair. FPI will provide another patrol vehicle during these times.

Sample Pictures of Patrol Vehicles:



- 3M reflective decals prove high visibility even in low lighting
- Laptop capability provides access to our reporting system(Report Exec)
- First-aid kits and AED
- High visibility LED light bar
- Airhorn and PA system for parking enforcement (only on private property)



SECURITY SERVICES

ELECTRIC PATROL EQUIPMENT

FPI uses the groundbreaking T3 Series electric standup vehicle (ESV) a zero-gas-emission, clean-energy innovation that is simple, intuitive and economical to operate. With significant breakthroughs in its proprietary power management and propulsion system, this performer delivers high “mpg” equivalent, long battery run time, short recharge time, and plug ‘n play battery modules.

It is highly stable with a low center of gravity, offers wide visibility for the driver elevated on a 9-inch platform, strikes a commanding presence, can access restricted spaces including elevators and narrow corridors, handles curbs easily, and is highly agile with a zero-degree turning radius. And it’s very quiet.

The T3 Series is designed to enhance patrols to save driver energy and increase response times. Lockable, onboard storage is easily accessible. For maximum flexibility, two swappable battery packs mean virtually no downtime. And, with dramatically fewer parts than gasoline-powered vehicles, the T3 Series is high on reliability and low on maintenance. Not to mention an operating cost of around 10 cents per day.



T3 Series ESV Details

Electric Vehicle	Zero gas emissions, Clean energy vehicle
Easy to Operate	Simple and intuitive to drive
Economical	Operates for less than 10 cents per day
Unlimited Range	Field swap-able power modules
Charge Time	3 - 4 hours
Enhanced Visibility	9-inch raised platform offers visibility above the crowd
Agility	0-degree turning radius
Integrated LED Lighting	Headlights, Brake lights, Running lights, and Emergency lights
Speed Range	User Selectable -- 5 mph, 8 mph, 10 mph, 12 mph, 25 mph
Cargo Capacity:	450 pounds (rider + equipment)



SECURITY SERVICES

The T3 Series is truly the next generation in green personal transportation solutions.

APPLICATIONS:

- Community / Policing
- Campuses
- Airports
- Entertainment / Sporting Venues
- Malls
- Military Bases
- Parking Control
- Parks and Beaches
- Federal Buildings
- Homeland Security
- Hospitals
- Casinos



T3 ESV Information obtained from T3 Motion Inc, www.t3motion.com

Depending on customer requirements, FPI has Electric EZ GO Golf Carts available in many configurations. Golf carts offer the ability to go into off road situations, such as dirt road alleys in between industrial sites where ESV's and motorized vehicles cannot go. Security Golf Carts can carry up to 800 pounds including Security Officer(s) and patrol equipment.





SECURITY SERVICES

FPI DISPATCH CENTER

FPI has a dispatch center available to handle any problems or concerns that may arise during the day to day operations. FPI's dispatch center is open 24 hours a day, year round, including holidays and for natural disasters. In addition, the dispatch center is responsible for attending to scheduling issues that may arise. FPI is equipped with state of the art emergency backup systems including high efficiency generators. In the event of an emergency, our operations will continue to run as scheduled, providing our clients with uninterrupted service during the most crucial times.

Dispatch Center:

Centrally Located in The Tri-County Area

Open 24 Hours a Day, 7 Days a Week

Including Holidays and Natural / Man Made Disasters Backup Generators Ensure Continuity of Service

On Duty Dispatchers can reach Management 24 Hours a Day

CCTV Cameras can also be remotely monitored for security and accountability

Communications Equipment Includes:

Computer Systems with E-Mail & Internet Access

Land Line Telephone

Radio Communications

Cellular Telephone

Video Monitoring

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SECURITY SERVICES

TOUR VERIFICATION

FPI uses Deggy® Complete Guard Tour Solutions to ensure that our customer's requirements are being fulfilled. Tour verification is essential in meeting customer demands.

Here's how it works:

Deggy®
GUARD TOUR
SOLUTION



Step 1 - The Patrol Tour	Checkpoints The guard touches the Deggy Checkpoint installed at a client's location with the Deggy steel pen. The pen collects the checkpoint location with the time and date stamp.
Step 2 – Downloading the Tour	Supervisor's Portable Downloader - Every time a Patrol Supervisor arrives at a site, tour data can be downloaded right on the spot. Once collected from a pen to a supervisor's portable downloader, tour data is transferred wirelessly to FPI's dispatch center.
Step 3 – Managing the Tour Data	2009 Guard Tour Software - Easy to use Deggy Control Windows software manages all your tour data. The Deggy Control Software allows FPI to download from the Internet with the new Wireless Deggy Web. It converts tour data into useful, detailed, printable reports. Reports can be send to customers daily.

Deggy Information obtained from Deggy Inc, www.deggy.com

Report Exec is a web based application that allows security officers to generate reports on the computer. This eliminates the risk of important incident reports being lost or misplaced. Digital media such as pictures and audio can be added to the report to create a comprehensive report all into a single file that can be stored on your computer.

Report Exec is used by over 300 police departments and security agencies nationwide. The software allows officers to spend less time doing reports and more time patrolling your properties. The software also allows an administrator to run reports that display statistics in a variety of different graphs. This feature allows managers to adjust security resources as needed.



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SECURITY SERVICES

TRANSITION PLAN

FPI will observe current security practices, and obtain client feedback for improvement. One week prior to commencement of service, FPI's Patrol Supervisors, Site Supervisor, assigned Security Officers and Client Representatives will visit the facilities for on-site training and familiarization. Upon the designated date and time, FPI's Security Officers and Supervisors will report for duty and assume Security Services from the previous Security Provider.

Sample Transition Plan

Week One	<ul style="list-style-type: none">• Contract Award to FPI• Begin Weekly Transition Meetings with Client to review Past Practices, Likes & Dislikes
Week Two	<ul style="list-style-type: none">• Begin Supervisor Selection• Begin Security Officer Selection• Weekly Transition Meeting for Post Order Creation
Week Three	<ul style="list-style-type: none">• Complete Employee Selection• Begin Supervisor Training• Employee and Employee File Review by Client• Complete In-House Training
Week Four	<ul style="list-style-type: none">• With Client Approval, Begin On-Site Familiarization and Training• Final Meeting with Client• Complete Post Orders• FPI & Client Relationship Begins

Transition Plans are customized to Client's Needs



SECURITY SERVICES

FPI Plan of Action

In preparation to meet the needs of the Town in this RFP, FPI has outline specific action notes to be implemented in the event the contract is awarded to this vendor.

Hiring process:

In order to properly provide security services in an ethical and professional manner FPI has available a fully functional personnel department that is ready to assist in the hiring process for security officers at all levels. The method of operation for FPI is as follows:

Recruiting

We recruit through the Internet, Newspapers, Security Training Schools throughout the Palm Beach, Broward areas, and as well as our own State Certified Security Academy, to satisfy your needs. We have a pool of floaters in the Palm Beach area ready to serve the Town of Palm Beach.

Application process:

All applicants are asked to complete an employment application. Applicants are tested to verify their ability to read, understand and write English. Skills testing, dependent upon assignment, may also include mathematical, computer and other specific disciplines and skills needed to determine their ability and qualifications to become a member of our team.

Interview:

Once the application process has been completed and approved, the applicant will go through an extensive interview process conducted by our Personnel Department.

Drug Testing:

The applicant will be asked to submit to a seven panel drug and alcohol screening test.

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Tab 6

Project Cost

Supplier Response Form

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH "RFP # PSPW-16-17" dated **October 25, 2016** titled "Security Guard Services" attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:COMPANY: STREET ADDRESS: CITY, STATE & ZIP CODE: **PRIMARY CONTACT FOR THE PROJECT:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: **AUTHORIZED APPROVER:**NAME: TITLE: E-MAIL: TELEPHONE: FAX: SIGNATURE: **B) Proposal Checklist**

Is a copy of the Proposer's Class "B", Security Agency License, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing included in this package? Yes ☒

Is a Proposal Security in the form of a certified check, cashiers check or Bid Bond, in the amount of \$10,000 included in this package? Yes ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Item #	Item Description	Cost Per Hour

		Estimated Hours Per Year	
1)	Unarmed Guard	23,088	Price to be Submitted Via BidSync
2)	Armed Guard	4,368	Price to be Submitted Via BidSync
3)	Site Supervisor	0	Price to be Submitted Via BidSync
4)	Golf Cart - Marked/Lighted (Without Guard)	4,368	Price to be Submitted Via BidSync
5)	Patrol Car - Marked/Lighted (Without Guard)	8,736	Price to be Submitted Via BidSync

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

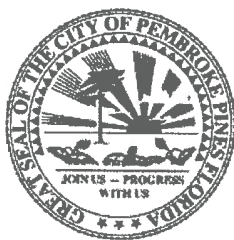
[Close](#)

* Required fields



SECURITY SERVICES

Tab 7 Documents

(OFFICE USE ONLY) Vendor number:

Please complete this vendor information form entirely along with the
IRS Form W-9, scan and upload it to the www.bidsync.com

Vendor Information Form

Operating Name (Payee)	FPI Security Services, Inc.		
Legal Name (as filed with IRS)	FPI Security Services, Inc.		
Remit-to Address (For Payments)	1776 West 38 Place		
	Hialeah, FL 33012		
Remit-to Contact Name:	Alexander Perez	Title:	President
Email Address:	dgonzalez@fpisecurity.com		
Phone #:	305-827-4300	Fax #	305-826-7741
Order-from Address (For purchase orders)			
Order-from Contact Name:	Daniel Gonzalez	Title:	Vice President
Email Address:	dgonzalez@fpisecurity.com		
Phone #:	305-827-4300	Fax #	305-826-7741
Return-to Address (For product returns)	1776 West 38 Place		
	Hialeah, FL 33012		
Return-to Contact Name	Daniel Gonzalez	Title:	Vice President
Email Address:	Dgonzalez@fpisecurity.com		
Phone #:	305-827-4300	Fax #	305-826-7741
Payment Terms:	Net 30		

Type of Business (please check one and provide Federal Tax identification or social security Number)

☒ Corporation

Federal ID Number:

37-1499692

☐ Sole Proprietorship/Individual

Social Security No.:

☐ Partnership

☐ Health Care Service Provider

☐ LLC – C (C corporation) – S (S corporation) – P (partnership)

☐ Other (Specify):

Digitally signed by Daniel Gonzalez

Date: 2016.12.13 11:12:12 -05'00'

Name of Applicant / Signature

Title of Applicant Vice President

Date 12-13-2016

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
FPI Security Services, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ C Corporation
☒ S Corporation
☐ Partnership
☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1776 West 38 Place

6 City, state, and ZIP code
Hialeah, FL 33012

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

or

Employer identification number

3	7	-	1	4	9	9	6	9	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Digitally signed by Daniel Gonzalez
Date: 2016.12.13 11:15:54 -05'00'

Date ▶ **12-13-2016**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Supplier Response Form



City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the ,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature *

Title

Name of Company *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment D

SWORN STATEMENT ON PUBLIC ENTITY CRIMES UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted FPI Security Services, Inc. (name of entity submitting sworn statement) whose business address is 1776 West 38 Place, Hialeah, FL 33012 and (if applicable) its Federal Employer Identification Number (FEIN) is 37-1499692. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is Alexander Perez and my
(Please print name of individual signing)
relationship to the entity named above is President.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, **AND (Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Alexander Perez *
Bidder's Name/Signature

FPI Security Services *
Company

12-13-2016 *
Date

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.

In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: *

PRINTED NAME / AUTHORIZED SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a "**Local Pembroke Pines Vendor**" (LPPV) or a "**Local Broward County Vendor**" (LBCV) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a LPPV, a LBCV, and a VOSB participating in the same bid solicitation and all three vendors qualify to submit a second bid, the LPPV will be given first option. If the LPPV cannot beat the lowest bid received by at least 1%, an opportunity will be given to the LBCV. If the LBCV cannot beat the lowest bid by at least 1%, an opportunity will be given to the VOSB. If the VOSB cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple VOSBs submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no LPPV or LBCV as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all VOSBs will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the VOSB submitting the lowest BAFO providing that that BAFO is at least 1% lower than the lowest bid/quote received in the original solicitation. If no VOSB can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.

In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: *

PRINTED NAME / AUTHORIZED SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such

registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award; or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
 - ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
 - ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
 - ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
 - ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: *

AUTHORIZED OFFICER NAME / SIGNATURE: *

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields

Supplier Response Form



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

FPI Security Services, Inc.
1776 West 38 Place
Hialeah, FL 33012

Contact Person's Name and Title: Daniel Gonzalez, Vice Presic *

Contact Person's E-mail Address: Dgonzalez@fpisecurity.com *

PROPOSER'S Telephone and Fax Number: 305-827-4300, 30 *

PROPOSER'S License Number: B0001169 *

(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: 371499692 *

Number of years your organization has been in business 35 *

State the number of years your firm has been in business under your present business name 12 *

State the number of years your firm has been in business in the work specific to this solicitation: 35 *

Names and titles of all officers, partners or individuals doing business under trade name:

Alexander Perez President
Daniel Gonzalez Vice President

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

Florida Patrol Investigators- Same business operations just name change.

At what address was that business located?

1776 West 38 Place
Hialeah, FL 33012

*

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

*

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

*

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

*

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

No. All work will be conducted by FPI Security Services.

*

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

*

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None

*

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None.

*

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None.

*

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

*

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

N/A

*

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

*

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

FPI Security Services has performed services for multiple municipalities such as City of Fort Lauderdale, City of Coral Gables, and City of Hialeah. We currently service Century Village which is also much larger in scope.

*

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

FPI Security Services, Inc. *

(Company Name)

Alexander Perez *

(Printed Name/Signature)

Please enter your password below and click Save to update your response.

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature. (See [Electronic Signatures in Global and National Commerce Act](#) for more information.)

To take exception:

- 1) Click Take Exception.
- 2) Create a Word document detailing your exceptions.
- 3) Upload exceptions as an attachment to your offer on BidSync's system.

By completing this form, your bid has not yet been submitted. Please click on the place offer button to finish filling out your bid.

Username **fpisecurity**

Password *

[Save](#)

[Take Exception](#)

[Close](#)

* Required fields



SECURITY SERVICES

Tab 8

Class B Security Agency License



SECURITY SERVICES

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

ADAM H. PUTNAM
COMMISSIONER

DIVISION OF LICENSING

12/15/17
DATE OF EXPIRATION

04/02/15
DATE ISSUED

B 0001169
LICENSE NUMBER

FLORIDA PATROL INVESTIGATORS, INC.
DBA FPI SECURITY SVCS.

1770 WEST 38 PLACE
HIALEAH, FL 33012

PEREZ, ALEXANDER ANDRES, PRESIDENT



THE SECURITY AGENCY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



ADAM H. PUTNAM
COMMISSIONER



SECURITY SERVICES

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES	
ADAM H. PUTNAM COMMISSIONER	DS2700001 LICENSE NUMBER
DIVISION OF LICENSING	
04/07/15 DATE ISSUED	01/03/17 DATE OF EXPIRATION
FLORIDA PATROL INVESTIGATORS, INC 1774 WEST 38 PLACE HIALEAH, FL 33012	
THE SECURITY OFFICER SCHOOL OR TRAINING FACILITY NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF CHAPTER 493, FLORIDA STATUTES.	
	
ADAM H. PUTNAM COMMISSIONER	



SECURITY SERVICES

State of Florida Department of State

I certify from the records of this office that FPI SECURITY SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 5, 2004, effective November 4, 2004.

The document number of this corporation is P04000151888.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on April 15, 2016, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of August, 2016*



Ken Detjen
Secretary of State

Tracking Number: CU0209691891

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Tab 9

Local Business Tax Receipts & Certifications

005203

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

LBT

6543996

BUSINESS NAME/LOCATION
FPI SECURITY SERVICES INC
1776 W 38 PL
HIALEAH FL 33012

RECEIPT NO.
RENEWAL
6814579

EXPIRES
SEPTEMBER 30, 2017

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
FPI SECURITY SERVICES INC
Employee(s) 144

SEC. TYPE OF BUSINESS
213 GUARD PATROL AGENCY
B0001169

PAYMENT RECEIVED
BY TAX COLLECTOR
\$648.00 09/26/2016
CHECK21-16-130798

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

Receipt #: 319-3541
ALL OTHERS (PRIVATE
Business Type: INVESTIGATOR)

Business Opened:06/09/2009
State/County/Cert/Reg:A0001701
Exemption Code:

	For Vending Business Only					
	Number of Machines:			Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
30.00	3.00	0.00	0.00	0.00	0.00	33.00

**THIS BECOMES A TAX RECEIPT
WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

ALEXANDER PEREZ
1776 W 38 PL
HIALEAH, FL 33012

Receipt #15B-16-00000068
Paid 11/15/2016 3.00

2016 - 2017



SECURITY SERVICES

Tab 10

Additional Information



City of Pembroke Pines



Frank C. Ortis, Mayor
Carl Shechter, Vice-Mayor
Charles F. Dodge, City Manager

Angelo Castillo, Commissioner
Jay Schwartz, Commissioner
Iris A. Siple, Commissioner

November 29, 2016

RFQ # PSPW-16-17

Addendum # 1
City of Pembroke Pines
RFQ # PSPW-16-17
Security Guard Services

A) ADDITIONAL INFORMATION

The following documents are included with this Addendum:

- Attachment L – Agreement with Bayus Security Services
- Attachment M – Agreement with Dalama Protection

B) REVISION TO BONDING REQUIREMENTS

- A Proposal Security / Bid Bond, as requested in Section 4.1, is no longer required for this project.
- A Payment and Performance Bond, as requested in Section 4.2, is no longer required for this project.

Mark Gomes
Purchasing Manager
City of Pembroke Pines



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
11/18/2016

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

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

PRODUCER	Comprehensive Insurance Underwriters 990 NE 92 STREET MIAMI SHORES, FL 33138-2911	CONTACT NAME	MARK S HOERBER FL LIC # A120671	
		PHONE (A/C, No, Ext):	(305) 759-0005	FAX (A/C, No):
		E-MAIL ADDRESS:	COVERAGE4U@GMAIL.COM	
INSURED	FPI SECURITY SERVICES INC 1784 WEST 38TH PLACE HIALEAH, FL 33012	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	EVEREST INDEMNITY INSURANCE CO	10851
		INSURER B:	EVEREST INDEMNITY INSURANCE CO	10851
		INSURER C:	EVEREST NATIONAL INSURANCE CO	10120
		INSURER D:	- X - X - X - X - X - X - X - X - X - X - X -	
		INSURER E:	- X - X - X - X - X - X - X - X - X - X - X -	
		INSURER F:	- X - X - X - X - X - X - X - X - X - X - X -	

COVERAGES

CERTIFICATE NUMBER: 100208

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR X CGL GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	51GL007120-161	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 ERROR'S & OMISSIONS \$ 1,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			51CA000544-161	9/8/2016	9/8/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	51CC002777-161	2/1/2016	2/1/2017	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	5300002413-161	10/1/2016	10/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CRIME			51CR000102-161	2/1/2016	2/1/2017	3RD PARTY CRIME LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

PRIVATE SECURITY AGENCY & GUARD SERVICES ANY & ALL LOCATIONS WITHIN POLICY' TERRITORIAL LIMIT

SEE PAGE 2

CERTIFICATE HOLDER

CITY OF PEMBROKE PINES, FL 10100 PINES BLVD PEMBROKE PINES, FL 33026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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AGENCY CUSTOMER ID: City of Pembroke Pines, FL

LOC #: All

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Comprehensive Insurance Underwriter		NAMED INSURED FPI Security Services Inc	
POLICY NUMBER Various - See Page 1 of 2		1784 West 38th Place	
CARRIER Various - See Page 1 of 2		NAIC CODE	Hialeah, FL 33012
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: Below FORM TITLE: See Below

Commercial General Liability - Occurrence Form - Per Project Aggregate
 Assault & Battery (Included - "Reasonable Force" EGC 04 562 10 02)
 False Arrest & Sexual Abuse - (Included - CG 00 01 10 01)
 Care Custody & Control (Included EGC 04 564 04 15)
 Lost Key (Included EGC 04 561 04 15)
 City of Pembroke Pines is Additional Insured (Included - ECG 20 596 04 12)
 Additional Insured Primary & Non-Contributory wording (Included - ECG 24 520 08 05)
 Waiver of Subrogation in favor of Pembroke Pines (Included - ECG 24 522 04 02 - Enhanced wording ECG 04 622 03 09)
 Policy contains "Severability of Interest" / "Cross Liability" (Included - CG 00 01 10 01)
 without (no) obligation for premium payment by the CITY

Business Auto Liability
 Covered Auto Symbol (1) Any Auto
 Includes Covered Auto Symbol (8) Hired Autos & Covered Auto Symbol (9) Non-Owned Autos

Professional Liability / Errors & Omissions Insurance
 Commercial General Liability (Included EGC 04 566 12 15)

NO ADDITIONAL WORDING FOLLOWS

**SAMPLE
INSURANCE
CERTIFICATE
ORIGINAL TO
BE PROVIDED
UPON BID
ACCEPTANCE**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH “RFP # PSPW-16-17” dated **October 25, 2016** titled “**Security Guard Services** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **FPI Security Services, Inc.**

STREET ADDRESS: **1776 West 38 Place**

CITY, STATE & ZIP CODE: **Hialeah, FL 33012**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Daniel Gonzalez** TITLE: **Vice President**

E-MAIL: **dgonzalez@fpisecurity.com**

TELEPHONE: **305-827-4300** FAX: **305-826-7741**

AUTHORIZED APPROVER:

NAME: **Alexander Perez** TITLE: **President**

E-MAIL: **alex@fpisecurity.com**

TELEPHONE: **305-827-4300** FAX: **305-826-7741**

SIGNATURE: **Alexander Perez**

B) Proposal Checklist

Is a copy of the Proposer's Class “B”, Security Agency License, or Class “BB” Security Agency Branch Office License, issued by the State of Florida, Division of Licensing included in this package?

Yes ☒

Is a Proposal Security in the form of a certified check, cashiers check or Bid Bond, in the amount of \$10,000 included in this package? Yes ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Item #	Item Description	Estimated Hours Per Year	Cost Per Hour
1)	Unarmed Guard	23,088	Price to be Submitted Via BidSync
2)	Armed Guard	4,368	Price to be Submitted Via BidSync
3)	Site Supervisor	0	Price to be Submitted Via BidSync
4)	Golf Cart - Marked/Lighted (Without Guard)	4,368	Price to be Submitted Via BidSync
5)	Patrol Car - Marked/Lighted (Without Guard)	8,736	Price to be Submitted Via BidSync

Supplier: FPI Security Services

City of Pembroke Pines

Attachment C

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,

(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Alexander Perez**

Title **President**

Name of Company **FPI Security Services, Inc.**

Supplier: FPI Security Services

City of Pembroke Pines

Attachment D

**SWORN STATEMENT
ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).**

1. This sworn statement is submitted **FPI Security Services, Inc.** (name of entity submitting sworn statement) whose business address is **1776 West 38 Place, Hialeah, FL 33012** and (if applicable) its Federal Employer Identification Number (FEIN) is **37-1499692**. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: .)
2. My name is **Alexander Perez** and my
(Please print name of individual signing)

relationship to the entity named above is **President**.
3. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that a "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime: or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

☒ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ B) The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

☐ B1) There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B2) The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

☐ B3) The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Alexander Perez
Bidder's Name/Signature

FPI Security Services
Company

12-13-2016
Date

Supplier: FPI Security Services



City of Pembroke Pines

Attachment E

LOCAL VENDOR PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

LOCAL PREFERENCE

The evaluation of competitive bids is subject to section 35.36 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation. A local business shall be defined as:

1. "Local Pembroke Pines Vendor" shall mean a business entity which has maintained a permanent place of business with full-time employees within the City limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the City of Pembroke Pines.

OR;

2. "Local Broward County Vendor" shall mean or business entity which has maintained a permanent place of business with full-time employees within the Broward County limits for a minimum of one (1) year prior to the date of issuance of a bid or proposal solicitation. The permanent place of business may not be a post office box. The business location must actually distribute goods or services from that location. In addition, the business must have a current business tax receipt from the Broward County or the city within Broward County where the business resides.

A preference of five percent (5%) of the total evaluation point, or five percent (5%) of the total price, shall be given to the **Local Pembroke Pines Vendor(s)**; A preference of two and a half percent (2.5%) of the total evaluation point for local, or two and a half percent (2.5%) of the total price, shall be given to the **Local Broward County Vendor(s)**.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

LOCAL PREFERENCE CERTIFICATION:

- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Pembroke Pines Vendor.
In addition, the business must attach a current business tax receipt from the City of Pembroke Pines along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☐ Place a check mark here only if affirming bidder meets requirements above as a Local Broward County Vendor.
In addition, the business must attach a current business tax receipt from the Broward County or the city within Broward County where the business resides along with any previous business tax receipts to indicate that the business entity has maintained a permanent place of business for a minimum of one (1) year.
- ☒ Place a check mark here only if affirming bidder does not meet the requirements above as a Local Vendor.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Local Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Local Vendor Preference based on their sub-contractors' qualifications.

COMPANY NAME: **FPI Security Services, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Alexander Perez**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment F

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder is a "**Local Pembroke Pines Vendor**" (**LPPV**) or a "**Local Broward County Vendor**" (**LBCV**) as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business.
In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☒ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: **FPI Security Services, Inc.**

PRINTED NAME / AUTHORIZED SIGNATURE: **Alexander Perez**

Supplier: FPI Security Services



City of Pembroke Pines

Attachment G

EQUAL BENEFITS CERTIFICATION FORM FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.
2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.
3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over \$25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.
4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are

located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.
6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.
7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

- ☒ **A.** Contractor currently complies with the requirements of this section; or
- ☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or
- ☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award:
or
- ☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption (**Check only one box below**):
- ☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;
- ☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;
- ☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;
- ☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: **FPI Security Services, Inc.**

AUTHORIZED OFFICER NAME / SIGNATURE: **Alexander Perez**

Supplier: **FPI Security Services**



City of Pembroke Pines

Attachment H

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

FPI Security Services, Inc.
1776 West 38 Place
Hialeah, FL 33012

Contact Person's Name and Title: **Daniel Gonzalez, Vice President**

Contact Person's E-mail Address: **Dgonzalez@fpisecurity.com**

PROPOSER'S Telephone and Fax Number: **305-827-4300, 305-826-7741**

PROPOSER'S License Number: **B0001169**
(Please attach certificate of status, competency, and/or state registration.)

PROPOSER'S Federal Identification Number: **371499692**

Number of years your organization has been in business **35**

State the number of years your firm has been in business under your present business name **12**

State the number of years your firm has been in business in the work specific to this solicitation: **35**

Names and titles of all officers, partners or individuals doing business under trade name:

Alexander Perez President
Daniel Gonzalez Vice President

The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN PROPOSER EXHIBIT SECTION)

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer RFP submittals non-responsive.

Florida Patrol Investigators- Same business operations just name change.

At what address was that business located?

1776 West 38 Place

Hialeah, FL 33012

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor (s).

No. All work will be conducted by FPI Security Services.

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

N/A

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

None

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

None.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

None.

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government entity? If so, provide details.

No

Are you an ☒ Original provider ☐ sales representative ☐ distributor, ☐ broker, ☐ manufacturer ☐ other, of the commodities/services proposed upon? If other than the original provider, explain below.

N/A

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

No

Describe the firm's local experience/nature of service with contracts of similar size and complexity, in the previous three (3) years:

FPI Security Services has performed services for multiple municipalities such as City of Fort Lauderdale, City of Coral Gables, and City of Hialeah. We currently service Century Village which is also much larger in scope.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

FPI Security Services, Inc.

(Company Name)

Alexander Perez

(Printed Name/Signature)

Supplier: FPI Security Services**REFERENCES FORM**

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Fort Lauderdale**

Address: **100 N. Andrews Avenue**

City/State/Zip: **Fort Lauderdale, FL 33301**

Contact Name: **Reina Gonzalez** Title: **Facility Director**

E-Mail Address: **Rgonzalez@fortlauderdale.com**

Telephone: **954-828-5139** Fax: **954-828-6033**

Project Information:

Name and location of the project: **Fort Lauderdale- Fiveash and Peele Dixie**

Nature of the firm's responsibility on the project: **Provide armed security officer to protect water treatment facilities.**

Project duration: **5 years** Completion (Anticipated) Date: **12/2016**

Size of project: **252 Hours Weekly** Cost of project: **\$911,00.00**

Work for which staff was responsible: **Protection of city infrastructure**

Contract Type: **Security Services**

The results/deliverables of the project: **No serious incidents in 5 years**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Coral Gables**

Address: **2800 SW 72 Avenue**

City/State/Zip: **Miami, FL 33134**

Contact Name: **Ralph Rodriguez** Title: **Facilities Director**

E-Mail Address: **Rrodriguez1@coralgables.com**

Telephone: **305-460-5014** Fax: **305-460-5595**

Project Information:

Name and location of the project: **Citywide Security Services**

Nature of the firm's responsibility on the project: **Provide security services at City Hall, parking garages, passport facility, parks, public works department, city events, and other city facilities.**

Project duration: **2 years** Completion (Anticipated) Date: **11/2018**

Size of project: **700 Hours Weekly** Cost of project: **\$2,900,000.00**

Work for which staff was responsible: **Citywide security services**

Contract Type: **Security Services**

The results/deliverables of the project: **No serious incidents**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **City of Hialeah**

Address: **83 East 5 Street**

City/State/Zip: **Hialeah, FL 33012**

Contact Name: **William Guerra** Title: **Chief**

E-Mail Address: **wguerra@hialeahfl.gov**

Telephone: **305-505-0001** Fax: **305-883-6975**

Project Information:

Name and location of the project: **Citywide Firewatch Services**

Nature of the firm's responsibility on the project: **Provide firewatch and security services to buildings and properties that were non-compliant with fire hazard standards.**

Project duration: **7 Years** Completion (Anticipated) Date: **Ongoing**

Size of project: **Varies** Cost of project: **Total- @ 1,700,000.00**

Work for which staff was responsible: **Firewatch Services**

Contract Type: **Firewatch and Security Services**

The results/deliverables of the project: **No incidents**

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Contract for RFQ # PSPW-16-17 "Security Guard Services"
with FPI Security Services, Inc.
Exhibit C – "Pricing"

Description	Hourly Rate
Unarmed Guard	\$14.35
Armed Guard	\$14.35
Site Supervisor	\$15.00
Golf Cart - Marked/Lighted	\$0.45
Patrol Car - Marked/Lighted	\$2.25



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 17-0223

Type: Bid

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 04/20/2017

Short Title: Award RFQ # PSPW-16-17 "Security Guard Services"
to FPI Security Services, Inc.

Final Action: 05/03/2017

Title: MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE
EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-16-17
"SECURITY GUARD SERVICES" TO FPI SECURITY SERVICES, INC. IN
THE ESTIMATED ANNUAL AMOUNT OF \$333,278.40.

***Agenda Date:** 05/03/2017

Agenda Number: 5.

Internal Notes:

Attachments: 1. Draft Contract, 2. Meeting Minutes and Score Summary - Evaluation Committee Meeting (2017-04-18), 3. Meeting Minutes and Score Summary - Evaluation Committee Meeting (2017-03-28), 4. PSPW-16-17 - Bid Tabulation, 5. Submittal from FPI Security Services, 6. PSPW-16-17 - Security Guard Services

1 City Commission 05/03/2017 approve

Action Text: This Bid was approve.

Notes:

MOTION TO APPROVE THE FINDINGS AND RECOMMENDATION OF THE EVALUATION COMMITTEE AND TO AWARD RFQ # PSPW-16-17 "SECURITY GUARD SERVICES" TO FPI SECURITY SERVICES, INC. IN THE ESTIMATED ANNUAL AMOUNT OF \$333,278.40.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 19, 2016, the City Commission authorized the advertisement of RFQ # PSPW-16-17 "Security Guard Services", which was advertised on October 25, 2016.
2. The purpose of this solicitation was to seek hourly rates for Security Guard Services that can be utilized by various departments throughout the City on an as-needed basis.
3. On December 13, 2016, the City opened sixteen (16) proposals and one (1) "No Bid" from the following vendors (listed in order of lowest to highest):

<u>Vendor</u>	<u>Cost</u>
Diamond Investigations and Security	No Bid
Bayus Security Protection, Inc.	\$266,373.12
Blue Shield Security and Protection, Inc.	\$302,764.80
Delad Security, Inc.	\$313,597.44
American Guard Services, Inc.	\$315,862.56
USI Security Services, Inc.	\$316,842.24
Swift Security, Inc.	\$326,277.12
DSI Security Services	\$327,759.12
FPI Security Services, Inc.	\$333,278.40
Security Alliance, LLC	\$333,715.20
Regions Security Services, Inc.	\$336,242.40
Indemnity Security and Investigations, Inc.	\$348,067.20
Northern Security Force	\$349,190.40
Universal Protection Service, LLC	\$350,263.93
Kent Security Services, Inc.	\$372,902.40
G4S Secure Solutions (USA) Inc.	\$434,029.44
Patrol Eagle Protection, LLC	\$599,040.00

Note - The RFQ listed the following estimated hours for the various departments:

<u>Location</u>	<u>Security Type</u>	<u>Annual Est. Hours</u>
Academic Village (Pool & Water Tank)	Unarmed Guard	5616
Pembroke Road Storage Lot	Unarmed Guard	4368
Pines Place	Unarmed Guard	8736
Howard C. Forman Campus	Unarmed Guard	4368
Howard C. Forman Campus	Golf Cart	4368
Broward Correctional Institution Property	Armed Guard	4368
Broward Correctional Institution Property	Patrol Car	8736

However, the Broward Correctional Institution Property was recently sold, and the City no longer needs to provide guard services at this facility. As a result, the estimated annual cost shown above utilizes the per unit pricing from the various vendors, based on the estimated hours needed for the various departments, without the Broward Correctional Institution Property.

4. On March 28, 2017, the City convened an evaluation committee to evaluate the qualifications of the proposers based on the weighted criteria provided for in the RFQ documents and listed below:

- Experience and Ability (25 points)
- Previous Experience (20 points)
- Firm's Understanding and Approach to the Work (25 points)
- Project Cost (25 points)
- Local Vendor Preference/Veteran Owned Small Business Preference (5 points)

5. At the March 28, 2017 meeting, the evaluation committee made a motion, which passed unanimously, to deem the following vendors unresponsive for the various reasons listed below:

<u>Vendor</u>	<u>Did not complete or provide the following</u>
Bayus Security Protection	Attachment D - Sworn Statement on Public Entity Crimes Form
Blue Shield Security & Protection	Class B or Class BB License (Security Agency or Branch Office)
Universal Protection Service	Class B or Class BB License (Security Agency or Branch Office)
Patrol Eagle Protection	Class B or Class BB License (Security Agency or Branch Office)
Swift Security	Previous Experience, Firm's Understanding & Approach to Work

6. In addition, the evaluation committee ranked the remaining vendors as shown below:

<u>Vendor</u>	<u>Rank</u>
FPI Security Services, Inc.	1
American Guard Services, Inc.	2
Delad Security, Inc.	3
USI Security Services, Inc. (United Services Inc.)	4
G4S Secure Solutions (USA) Inc.	5
Kent Security Services, Inc.	6
DSI Security Services	7
Regions Security Services, Inc.	8
Security Alliance, LLC.	9
Indemnity Security & Investigations, Inc.	10
Universal Security Corp. dba Northern Security Force	11

7. After ranking the proposers, the evaluation committee made a motion, which passed unanimously, to short list the top six (6) vendors for presentations at a second meeting.

8. On April 18, 2017, the evaluation committee listened to presentations from the top six (6) vendors and participated in a question and answer session. As a result, the evaluation committee ranked the vendors as shown below:

<u>Vendor</u>	<u>Rank</u>
FPI Security Services, Inc.	1
G4S Secure Solutions (USA) Inc.	2
Kent Security Services, Inc.	3
American Guard Services, Inc.	4

Delad Security, Inc.

5

USI Security Services, Inc. (United Services Inc.)

6

9. Based on the scoring results, the Evaluation Committee unanimously approved a motion to recommend the City Commission to award RFQ # PSPW-16-17 "Security Guard Services" to the first ranked vendor, FPI Security Services, Inc.

10. In addition, FPI Security Services, Inc. has also completed the Equal Benefits Certification Form and has stated that the "Contractor currently complies with the requirements of this section."

11. The estimated cost shown below utilizes the per unit pricing from FPI Security Services, Inc., with the estimated hours needed for the various departments, however actual usage may vary throughout the year based on increases or decreases in hours needed for departments throughout the City:

<u>Location</u>	<u>Security Type</u>	<u>Annual Est. Hours</u>	<u>Hourly Rates</u>	<u>Annual Est. Amount</u>	
Academic Village (Pool & Water Tank)	Unarmed Guard	5616	\$ 14.35		\$ 80,589.60
Pembroke Road Storage Lot	Unarmed Guard	4368	\$ 14.35		\$ 62,680.80
Pines Place	Unarmed Guard	8736	\$ 14.35		\$ 125,361.60
Howard C. Forman Campus	Unarmed Guard	4368	\$ 14.35		\$ 62,680.80
Howard C. Forman Campus	Golf Cart	4368	\$ 0.45		\$ 1,965.60
					\$ 333,278.40

12. In addition, Administration would like to enter into a two year agreement, with two additional two year renewal terms.

13. Request Commission approve the findings and recommendation of the Evaluation Committee and to award RFQ # PSPW-16-17 "Security Guard Services" to FPI Security Services, Inc in the estimated annual amount of \$333,278.40.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** Estimated annual cost of \$333,278.40.

b) **Amount budgeted for this item in Account No:** Funds are available in the following accounts, for the remainder of the fiscal year:

\$16,073.64 in account # 471-536-6010-510-34990 (Contractual Services - Other)

\$10,715.76 in account # 1-572-7001-34990 (Contractual Services - Other)

\$41,672.40 in account # 1-554-8002-603-34990 (Contractual Services - Other)

\$21,489.60 in account # 1-519-6008-34990 (Contractual Services - Other)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **5 year projection of the operational cost of the project:** This contract is for an initial two year period commencing on June 1, 2017 through May 30, 2019, with two additional two year renewal terms.

	6/1/17 - 9/30/17	10/1/17 - 9/30/18	10/1/18 - 5/30/19	TBD	TBD
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$110,787.60	\$333,278.40	\$222,490.80	\$0	\$0
Net Cost	\$110,787.60	\$333,278.40	\$222,490.80	\$0	\$0

e) Detail of additional staff requirements: Not Applicable.



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Exterior Surface Paint and Protection of Commercial and Industrial Structures
Date: 5/1/2018

Recommendation:

Staff recommends approval of the ordinance creating the “Commercial and Industrial Structures Surface Paint and Protection” provisions which provide for appropriate standards for such uses.

Background:

On February 6, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address painting standards for commercial and industrial structures within the Town and report back with a possible option. The request follows on the heels of the Town’s adoption of Section 13-311, Design and architectural standards,” which provided a measurable standard to guide future development within the Town. This effort aims to provide a tool for Town to further that goal by providing a broad and general standard for the painting of exterior surfaces on structures within its commercial and industrial districts.

The following described elements are presented in the same order that they appear in the proposed ordinance.

Renaming Chapter 16. This portion of the request is merely to properly align the title of the chapter with the function of ordinances it houses, as they deal principally with “Property Standards.”

Definition. Definitions are provided to clarify those paint color choices deemed undesirable which include garish, neon, obnoxious, or highly contrasted colors.

Standards. Standards are provided for the exterior portions of structures within commercial and industrial districts that requiring painting are colors that are uniform throughout the development; do not fall into the classification of garish, neon, obnoxious, or highly contrasted; that colors may be used to highlight architectural features but not create them; and that accent colors may be utilized up to 25% of a building façade.

Enforcement. The proposed ordinance relies upon Chapter 8, Code Enforcement, as the mechanism to ensure compliance. However, the ordinance also permits any property owner that has received a civil violation notice to appeal to the Planning and Zoning Board (P&Z) for color selection approval. Appointed for the expertise

in land development matters, the P&Z Board shall have the authority to determine whether the colors chosen by the property owner conform with the ordinance's Standards. During this review period, enforcement proceedings are stayed pending the outcome of the Board's decision. Upon compliance with the Board's decision, the Hearing Officer shall dismiss the case. Failure to comply with the Board's decision will result in further enforcement proceedings.

On April 17, 2018, the Planning and Zoning Board, acting in there capacity as the Local Planning Agency, heard the item and recommended approval with two changes and one suggestion. The first change was to add the word "required" with regard to the 60-day compliance time frame. The second change was to have any appeal of an administrative decision regarding paint color be to the Planning and Zoning Board. Both changes are incorporated into the proposed ordinance. The Planning and Zoning Board also recommend the Town commit to making information available to the business community of the new Code.

Additionally, the property owner may apply to the Adminsitratve Official for a determination that their proposed color is not against the proposed regulations, such determination shall be binding on the Town.

ATTACHMENTS:

Description

Ordinance (first reading)

LPA Submittal

ORDINANCE NO. 18- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO EXTERIOR SURFACE PAINT OF COMMERCIAL AND INDUSTRIAL STRUCTURES; RENAMING CHAPTER 16 TO “PROPERTY STANDARDS AND NUISANCES;” CREATING SECTION 16-2, ENTITLED “COMMERCIAL AND INDUSTRIAL STRUCTURAL AESTHETIC STANDARDS,” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Marilyn Ruano)

WHEREAS, the Chapter 16, of the Town’s Code of Ordinances is currently entitled “Nuisances,” however the regulations provided therein are also reflective of “Property Standards,” and

WHEREAS, on February 6, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address painting standards for commercial and industrial structures within the Town, and report back with a possible option; and

WHEREAS, this proposed ordinance is reflective of the Town Council’s request by providing for a painting standard for the exteriors of structures within the Town’s commercial and industrial districts, and its location is best located within Chapter 16; and

WHEREAS, on April 17, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May ___, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on June _____, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Chapter 16 is hereby renamed, and Section 16-2, Commercial and industrial structures surface paint and protection, is hereby created as provided at Exhibit “A”.

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of May, 2018.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

ORDINANCE

CHAPTER 16 – PROPERTY STANDARDS AND NUISANCES

ARTICLE I. – IN GENERAL

* * *

16-2 Commercial and industrial structural aesthetic standards.

(a) Purpose and Intent. The purpose of this section is to protect the aesthetic appearance of the built environment of commercial and industrial buildings and structures in the Town's commercial and industrial zoning districts.

(b) Interpretation. Interpretation of Section 16-2 shall be exclusive to the Administrative Official or his/her designee.

(c) Administrative Approval. The Administrative Official's approval of a color scheme shall be binding on the Town.

(d) Definitions. For the purposes of Section 16-2 the terms below shall be as defined herein.

Garish shall mean a color(s) that is disturbingly vivid, or offensively or distressingly bright or intense.

Neon shall mean a color(s) that gives the appearance and or the actual effect of glowing when viewed with or without the presence of light.

Obnoxious shall mean a color(s) that is odiously or disgustingly objectionable, or highly offensive.

Highly contrasted colors shall mean colors with great difference in hue, saturation, or value, as may be reflective by their distance from each other on the color spectrum, or as they differ in range from very light to very dark.

(e) Standards.

(1) Color(s) shall be compatible with the surrounding area and used to complement the development. Garish, neon, visually obnoxious or highly contrasted colors are prohibited.

(2) Paint color should be used to highlight architectural forms and details but not to create them. Exterior stone or tile surfaces shall not be painted unless complementary to the development.

(3) No more than 25% of the façade of a building may be painted with an accent color.

(f) Administrative Approval Procedure. Applicants desiring an administrative approval of their color scheme may apply by presenting a request detailing their choice of color to the Administrative Official. The Administrative Official, shall reply to such requests on a timely basis and provide an approval or disapproval.

- (g) Enforcement. Violation of this section shall be enforced pursuant to Chapter 8 of the Town's Code of Ordinances. Pursuant to Chapter 8, all procedural appeals and requests for fine reductions shall be heard by the Town's Special Master. Substantive appeals, regarding a civil violation or administrative opinion pursuant to this section shall be directed to the Town's Planning and Zoning Board.
- (h) Appellate Procedure. The application fee shall be \$500 and notice of hearing shall be issued pursuant to Chapter 8. The Board shall determine if the requested colors conform to the Standards and Definitions provisions of section 16-2. Enforcement of the civil violation notice shall be stayed pending the decision of the Board. The Board's order shall be final, and the civil violation notice shall be dismissed upon compliance with the Board's decision. Compliance shall be required within 60 days of the Board's decision or as otherwise prescribed by the Board. Failure to comply with the Board's decisions shall result in further enforcement proceedings as provided by Chapter 8.



Town of Miami Lakes Memorandum

To: Honorable Chairman Rodriguez and Board Members
From: Darby Delsalle, Planning Director
Subject: Exterior Surface Paint and Protection of Commercial and Industrial Structures
Date: 4/17/2018

Recommendation:

Staff recommends approval of the ordinance creating the “Commercial and Industrial Structures Surface Paint and Protection” provisions which provide for appropriate standards for such uses.

Background:

On February 6, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address painting standards for commercial and industrial structures within the Town and report back with a possible option. The request follows on the heels of the Town’s adoption of Section 13-311, "Design and architectural standards," which provided a measurable standard to guide future development within the Town. This effort aims to provide a tool for the Town to further that goal by providing a broad and general standard for the painting of exterior surfaces on structures within its commercial and industrial districts.

The following described elements are presented in the same order that they appear in the proposed ordinance.

Renaming Chapter 16. This portion of the request is merely to properly align the title of the chapter with the function of ordinances it houses, as they deal principally with “Property Standards.”

Definition. Definitions are provided to clarify those paint color choices deemed undesirable which include garish, neon, obnoxious, or highly contrasted colors.

Standards. Standards are provided for the exterior portions of structures within commercial and industrial districts that requiring painting are colors that are uniform throughout the development; do not fall into the classification of garish, neon, obnoxious, or highly contrasted; that colors may be used to highlight architectural features but not create them; and that accent colors may be utilized up to 25% of a building façade.

Enforcement. The proposed ordinance relies upon Chapter 8, Code Enforcement, as the mechanism to ensure compliance. However, the ordinance also permits any property owner that has received a civil violation notice

to appeal to the Planning and Zoning Board (P&Z) for color selection approval. Appointed for the expertise in land development matters, the P&Z Board shall have the authority to determine whether the colors chosen by the property owner conform with the ordinance's Standards. During this review period, enforcement proceedings are stayed pending the outcome of the Board's decision. Upon compliance with the Board's decision, the Hearing Officer shall dismiss the case. Failure to comply with the Board's decision will result in further enforcement proceedings.

ATTACHMENTS:

Description

Ordinance

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO EXTERIOR SURFACE PAINT OF COMMERCIAL AND INDUSTRIAL STRUCTURES; RENAMING CHAPTER 16 TO “PROPERTY STANDARDS AND NUISANCES;” CREATING SECTION 16-2, ENTITLED “COMMERCIAL AND INDUSTRIAL STRUCTURAL AESTHETIC STANDARDS,” OF THE TOWN’S CODE OF ORDINANCES; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. **(Marilyn Ruano)**

WHEREAS, the Chapter 16, of the Town’s Code of Ordinances is currently entitled “Nuisances,” however the regulations provided therein are also reflective of “Property Standards,” and

WHEREAS, on February 6, 2018, the Town Council of the Town of Miami Lakes directed the Town Manager to explore provisions that address painting standards for commercial and industrial structures within the Town, and report back with a possible option; and

WHEREAS, this proposed ordinance is reflective of the Town Council’s request by providing for a painting standard for the exteriors of structures within the Town’s commercial and industrial districts, and its location is best located within Chapter 16; and

WHEREAS, on April _____, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May ____, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on June _____, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Chapter 16 is hereby renamed, and Section 16-2, Commercial and industrial structures surface paint and protection, is hereby created as provided at Exhibit A:

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Nelson Rodriguez	_____
Councilmember Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of May, 2018.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

ORDINANCE

CHAPTER 16 – PROPERTY STANDARDS AND NUISANCES

ARTICLE I. – IN GENERAL

* * *

16-2 Commercial and industrial structural aesthetic standards.

(a) Purpose and Intent. The purpose of this section is to protect the aesthetic appearance of the built environment of commercial and industrial buildings and structures in the Town's commercial and industrial zoning districts.

(b) Interpretation. Interpretation of Section 16-2 shall be exclusive to the Administrative Official or his/her designee. Appeal of the Administrative Official's interpretation shall be to the Planning and Zoning Board.

(c) Definitions. For the purposes of Section 16-2 the terms below shall be as defined herein.

Garish shall mean a color(s) that is disturbingly vivid, or offensively or distressingly bright or intense.

Neon shall mean a color(s) that gives the appearance and or the actual effect of glowing when viewed with or without the presence of light.

Obnoxious shall mean a color(s) that is odiously or disgustingly objectionable, or highly offensive.

Highly contrasted colors shall mean colors with great difference in hue, saturation, or value, as may be reflective by their distance from each other on the color spectrum, or as they differ in range from very light to very dark.

(c) Standards.

(1) Color(s) shall be compatible with the surrounding area and used to complement the development. Garish, neon, visually obnoxious or highly contrasted colors are prohibited.

(2) Paint color should be used to highlight architectural forms and details but not to create them. Exterior stone or tile surfaces shall not be painted unless complementary to the development.

(3) No more than 25% of the façade of a building may be painted with an accent color.

(d) Enforcement. Violation of this section shall be enforced pursuant to Chapter 8 of the Town's Code of Ordinances. However, an owner of property that has received a civil violation notice may opt to appeal to the Town's Planning and Zoning Board for approval of the color(s). The application fee shall be \$500 and notice of hearing shall be pursuant to Chapter 8. The Board shall determine if the requested colors conform to the Standards and Definitions provisions of

section 16-2. Enforcement of the civil violation notice shall be stayed pending the decision of the Board. The Board's order shall be final, and the civil violation notice shall be dismissed upon compliance with the Board's decision. Compliance shall be within 60 days of the Board's decision or as otherwise prescribed by the Board. Failure to comply with the Board's decisions shall result in further enforcement proceedings as provided by Chapter 8.



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Repeal of Twelve (12) Copy Requirement
Date: 5/1/2018

Recommendation:

Implementation of the proposed ordinance is consistent with the One-for-One Policy established by the Town Council on April 3, 2018, which seeks, as a matter of policy, to delete obsolete provisions of Town Code when a new regulation is being adopted, therefore, staff recommends approval of the ordinance that eliminates the obsolete provision of requiring 12 copies of the plans subject to a site plan public hearing as a companion item to the color regulations on business, industrial and commercial areas.

Background:

At the time of the adoption of the Town's Code, the prevailing medium for the submission of site plan applications for public hearing was by way of a paper transmittal. The mode was reflective of a process that predated current technology advances that renders such need as obsolete. Today, plans submitted for hearing are scanned from a single set and published and transmitted electronically. As such the requirement for twelve copies of a plan set is unnecessary.

On April 17, 2018, The Planning and Zoning Board, acting in their capacity as the Local Planning Agency, recommended approval of the ordinance without any changes.

ATTACHMENTS:

Description

Ordinance (first reading)

LPA Submittal

ORDINANCE NO. 18- _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATED TO SITE PLAN APPLICATION REQUIREMENTS, AMENDING SECTION 13-304(e)(1), "SITE PLAN APPROVALS – APPLICATIONS," REPEALING THE REQUIREMENT THAT TWELVE (12) COPIES OF A SITE PLAN FOR PUBLIC HEARING CONSIDERATION BE SUBMITTED; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 3, 2018, The Town Council of the Town of Miami Lakes moved, as a matter of policy, to require that for any new regulation adopted, another obsolete regulation must be removed from the Town's Code of Ordinances (AKA One-for-One Policy); and

WHEREAS, in light of new regulation being considered by the Town Council, staff identified an obsolete ordinance related to public hearing site plan applications; and

WHEREAS, with the advancement of digital technology that eliminates the need for additional printed paper copies, it is no longer necessary for an applicant requesting a public hearing site plan to submit twelve (12) copies of the proposed plans; and

WHEREAS, on April 17, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May ___, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on June ____, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Section 1-304, Site plan approval, is hereby amended as provided at Exhibit “A”.

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of May, 2018.

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A
ORDINANCE

Chapter 13 Land Development Code

* * *

Article III Development Approval Procedures

* * *

Sec. 13-304. - Site plan approval.

* * *

(e) Application. Applications shall be submitted and processed pursuant to the general procedures in Section 13-301. In addition, applications for site plan review shall be accompanied by the following information and processed by the Town only after the applicant has complied with the following procedural requirements:

- (1) The initial application shall include two copies of all site plans and required supporting documentation together with an application signed by the owner of record and submitted to the Administrative Official. ~~If it is determined by the Administrative Official that the site plan application requires approval by the Town Council, then 12 copies of all site plans and supporting documentations must be submitted before a public hearing can be scheduled.~~

* * *



Town of Miami Lakes Memorandum

To: Honorable Chairman Rodriguez and Board Members
From: Darby Delsalle, Planning Director
Subject: Repeal of Twelve (12) Copy Requirement
Date: 4/17/2018

Recommendation:

Staff recommends approval of the ordinance that eliminates the obsolete provision of requiring 12 copies of the plans subject to a site plan public hearing.

Background:

At the time of the adoption of the Town's Code, the prevailing medium for the submission of site plan applications for public hearing was by way of a paper transmittal. The mode was reflective of a process that predated current technology advances that renders such need as obsolete. Today, plans submitted for hearing are scanned from a single set and published and transmitted electronically. As such the requirement for twelve copies of a plan set is unnecessary.

Implementation of the proposed ordinance is consistent with the One-for-One Policy established by the Town Council on April 3, 2018, which seeks, as a matter of policy, to delete obsolete provisions of Town Code when a new regulation is being adopted.

ATTACHMENTS:

Description

Ordinance

Staff Report

ORDINANCE NO. 18-_____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATED TO SITE PLAN APPLICATION REQUIREMENTS, AMENDING SECTION 13-304(e)(1), "SITE PLAN APPROVALS – APPLICATIONS," REPEALING THE REQUIREMENT THAT TWELVE (12) COPIES OF A SITE PLAN FOR PUBLIC HEARING CONSIDERATION BE SUBMITTED; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (One-for-One Policy)

WHEREAS, on April 3, 2018, The Town Council of the Town of Miami Lakes moved, as a matter of policy, to require that for any new regulation adopted, another obsolete regulation must be removed from the Town's Code of Ordinances (AKA One-for-One Policy); and

WHEREAS, in light of new regulation being considered by the Town Council, staff identified an obsolete ordinance related to public hearing site plan applications; and

WHEREAS, with the advancement of digital technology that eliminates the need for additional printed paper copies, it is no longer necessary for an applicant requesting a public hearing site plan to submit twelve (12) copies of the proposed plans; and

WHEREAS, on April _____, 2018, the Planning and Zoning Board, acting in its capacity as the Local Planning Agency, heard the item at a duly noticed public hearing and forwarded a recommendation of approval to the Miami Lakes Town Council; and

WHEREAS, on May ____, 2018, the Town Council at a duly noticed public hearing, moved the item on First Reading; and

WHEREAS, on June _____, 2018, the Town Council considered the ordinance at a duly advertised public hearing; and

WHEREAS, to that end, the Town Council of the Town of Miami Lakes hereby finds and declares that adoption of this Ordinance is appropriate and advances the public interest.

THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES AS FOLLOWS:

Section 1. Recitals. Each of the above stated recitals is true and correct and is incorporated herein by this reference.

Section 2. Amendment. Section 1-304, Site plan approval, is hereby amended as provided at Exhibit A:

Section 3. Repeal of Conflicting Provisions. All provisions of the Code of the Town of Miami Lakes that are in conflict with this Ordinance are hereby repealed.

Section 4. Severability. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Town Code. It is the intention of the Town Council, and it is hereby ordained, that the provisions of this Ordinance shall become and be made part of the Town Code and that if necessary the sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions; and that the word “Ordinance” shall be changed to “Article”, “Division” or other appropriate word.

Section 6. Effective Date. That this Ordinance shall be effective immediately upon its adoption on second reading.

The foregoing Ordinance was offered by Councilmember _____, who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

FIRST READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on first reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed on first reading this _____ day of May, 2018.

[THIS SPACE INTENTIONALLY LEFT BLANK]

SECOND READING

The foregoing ordinance was offered by Councilmember _____ who moved its adoption on second reading. The motion was seconded by Councilmember _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Tim Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Passed and adopted on second reading this _____ day of _____, 2018.

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

EXHIBIT A

ORDINANCE

Chapter 13 Land Development Code

* * *

Article III Development Approval Procedures

* * *

Sec. 13-304. - Site plan approval.

* * *

(e) Application. Applications shall be submitted and processed pursuant to the general procedures in Section 13-301. In addition, applications for site plan review shall be accompanied by the following information and processed by the Town only after the applicant has complied with the following procedural requirements:

- (1) The initial application shall include two copies of all site plans and required supporting documentation together with an application signed by the owner of record and submitted to the Administrative Official. ~~If it is determined by the Administrative Official that the site plan application requires approval by the Town Council, then 12 copies of all site plans and supporting documentations must be submitted before a public hearing can be scheduled.~~

* * *



Department of Planning, Zoning and Code Compliance
6601 Main Street • Miami Lakes, Florida 33014
Office: (305) 364-6100 • Website: www.miamilakes-fl.gov

Staff Analysis and Recommendation

To: Honorable Chair and Members of the Local Planning Agency
From: Darby P. Delsalle, AICP, Planning Director
Subject: Site Plan Applications – 12 Copies
Date: April 17, 2018

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, RELATED TO SITE PLAN APPLICATION REQUIREMENTS, AMENDING SECTION 13-304(e)(1), “SITE PLAN APPROVALS – APPLICATIONS,” REPEALING THE REQUIREMENT THAT TWELVE (12) COPIES OF A SITE PLAN FOR PUBLIC HEARING CONSIDERATION BE SUBMITTED; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (One-for-One Policy)

A. BACKGROUND

At the time of the adoption of the Town’s Code, the prevailing medium for the submission of site plan applications for public hearing was by way of a paper transmittal. The mode was reflective of a process that predated current technology advances that renders such need as obsolete. Today, plans submitted for hearing are scanned from a single set and published and transmitted electronically. As such the requirement for twelve copies of a plan set is unnecessary.

Implementation of the proposed ordinance is consistent with the One-for-One Policy established by the Town Council on April 3, 2018, which seeks, as a matter of policy, to delete obsolete provisions of Town Code when a new regulation is being adopted.

B. PROPOSED PROVISION

The last sentence of Section 13-304(e)(1) is to be struck removing the requirement that any site plan application subject to public hearing submit 12 copies of the plans.

C. STAFF RECOMMENDATION

Based on the analysis provided below and other factors contained in this report, Staff recommends approval of the ordinance that eliminates the obsolete provision of requiring 12 copies of the plans subject to a site plan public hearing.

D. ANALYSIS

The Land Development Code provides that all proposed amendments to the LDC shall be evaluated by the Administrative Official, the Local Planning Agency and the Town Council, and that, in evaluating the proposed amendment, the criteria in Subsection 13-306(b) shall be considered. All portions of this report are hereby incorporated into all portions of this analysis. The following is a staff analysis of the criteria as applied to this ordinance.

1. Whether the proposal is consistent with the Comprehensive Plan, including the adopted infrastructure minimum levels of service standards and the concurrency management program.

Analysis: The Comprehensive Master Development Plan does not address the number of required copies of a site plan that must be submitted for public hearing.

Finding: Complies

2. Whether the proposal is in conformance with all applicable requirements of this Code of Ordinances, including this chapter.

Analysis: See Section “A”, Background and Section “B”, Proposed Changes of this report. The proposed change in no way impacts existing regulations. The ordinance merely deletes a provision of code that was made obsolete by existing technology.

Finding: Complies.

3. Whether, and the extent to which, land use and development conditions have changed since the effective date of the existing regulations, and whether such changes support or work against the proposed change in land use policy.

Analysis: See Section “A”, Background and Section “B,” Proposed Provision; and Criterion 2 of this report.

Finding: Complies.

4. Whether, and the extent to which, the proposal would result in any incompatible land uses, considering the type and location of uses involved, the impact on adjacent or neighboring properties, consistency with existing development, as well as compatibility with existing and proposed land use.

Analysis: The amendment does not change the permitted uses within the zoning districts.

Finding: Complies.

5. **Whether, and the extent to which, the proposal would result in demands on transportation systems, public facilities and services, exceeding the capacity of such facilities and services, existing or programmed, including schools, transportation, water and wastewater services, solid waste disposal, drainage, water supply, recreation, education, emergency services, and similar necessary facilities and services.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

6. **Whether, and the extent to which, the proposal would result in adverse impacts on the natural environment, including consideration of wetland protection, preservation of any groundwater aquifers, wildlife habitats, and vegetative communities.**

Analysis: The proposed ordinance does not impact the above systems.

Finding: Complies.

7. **Whether, and the extent to which, the proposal would adversely affect the property values in the affected area, or adversely affect the general welfare.**

Analysis: See Section “A”, Background; Section “B”, Proposed Changes; and Criterion 2 of this report. The proposed request has no impact on existing rules that regulate the use, form, and development of land.

Finding: Complies.

8. **Whether the proposal would result in an orderly and compatible land use pattern. Any positive and negative effects on such pattern shall be identified.**

Analysis: The proposed amendment does not change the permitted use of land or the standards upon which land is to be developed.

Finding: Complies.

9. **Whether the proposal would be in conflict with the public interest, and whether it is in harmony with the purpose and intent of this chapter.**

Analysis: See Section “A”, Background; Section “B”, Proposed Changes; and Criteria 2, 7, and 8, of this report. No portion of the proposed amendment is in conflict with the existing regulations of the LDC.

Finding: Complies.

10. **Other matters which the Local Planning Agency or the Town Council, in its legislative discretion, may deem appropriate.**

Analysis: See Summary Section and all portions of this analysis. The Local Planning Agency and the Town Council may consider other appropriate factors to determine whether

the proposed FLUM amendment is appropriate and consistent with the public interest. The Analysis Section addressed the conditions suggested by the Planning and Zoning Board.

Finding: As determined by the Town Council.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: NW 154th Street Traffic Improvement
Date: 5/1/2018

Recommendation:

It is recommended that the Council authorize a project to be added to the Transportation Master Plan, and funding be identified through the budget process, to extend the Westbound outer left turn lane on NW 154 Street by 180' approaching NW 77th Avenue to provide for more queuing capacity for Southbound Palmetto traffic and throughput capacity for Westbound traffic. Funding in an amount not to exceed approximately \$350,000 would be required to fund design and construction and will be presented to Council.

Background:

At December 5th, 2017 Regular Council Meeting, Councilman Rodriguez requested for Town Staff to look into the feasibility of expanding the westbound left turn lanes at the Miami Lakes Drive and SR 826/Palmetto Expressway intersection. The purpose of this improvement would be to extend the westbound left turn lane underneath the Palmetto Expressway to add additional queuing space for vehicles wishing to go south on the Palmetto Expressway and to allow for better movement on the westbound through lanes.

Following the Council Meeting, Town Staff coordinated with the Florida Department of Transportation (FDOT) to analyze the feasibility of the requested improvement. The analysis showed that currently, westbound NW 154th Street within the proposed project area contains two 12' westbound through lanes and a 28' median that accommodates the middle piers from the Palmetto Expressway overpass bridge and turns to a dual westbound left turn lane approximately 240' west of the Palmetto northbound off-ramp. The existing dual westbound left turn lanes measure 300' in length and as a result FDOT advised, that there are two possible improvements, which can be done to help alleviate traffic in this area:

- Option 1- proposes to extend the outer left turn lane by 180' to open up at the beginning of the west leg of the intersection at NW 154th Street and NW 77th Avenue.
- Option 2- includes the improvement identified under Option 1 and adds an additional through lane by cutting into the existing median on NW 154th Street and NW 77th Avenue to provide additional queue space for vehicles going southbound onto the Palmetto Expressway. Furthermore, proceeding with Option 2 would have impacts the Town's entrance feature and beautification efforts.

Please refer to the conceptual image attached for an illustration of both recommendations.

Current traffic data recently collected by one of the Town's traffic consultants, shows that 20% of vehicles traveling westbound through this intersection use the westbound left turn lanes to go south onto the Palmetto Expressway and that often the westbound left-turn lanes are blocked by westbound traffic during AM and PM peak hour periods. In addition, by extending the single left turn lane under Option 1 by 180', an additional 8 vehicles can access the left turn lane, thus freeing up space from the westbound through lane.

Based on the available data, it is recommended to proceed with Option 1. Option 1 will provide enough capacity to allow the 20% of vehicles traveling westbound through this intersection access the westbound left turn lanes onto Palmetto southbound without being blocked. In addition, it will free up vehicles from the westbound through lanes, thus increasing the flow of traffic.

The estimated cost for the recommended improvement is about \$350,000 and is broken down as follows:

- Design and Permitting- \$50,000
- Construction- \$300,000

Funding for this project has not been identified.

ATTACHMENTS:

Description

Resolution

NW 154th Street Traffic Improvement Conceptual

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA AMENDING THE TRANSPORTATION MASTER PLAN IN ORDER TO INCLUDE THE EXTENSION OF THE OUTER LEFT TURN LANE ON NW 154 STREET; PROVIDING FOR INCLUSION TO THE TRANSPORTATION MASTER PLAN; AUTHORIZING THE TOWN MANAGER TO FORWARD THIS RESOLUTION; AUTHORIZING THE TOWN MANAGER OR HIS DESIGNEE TO PURSUE FUNDING FOR PROJECT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 9, 2004, the Town adopted a Transportation Master Plan; and

WHEREAS, on December 5, 2017, Councilman Rodriguez requested Town Staff to research feasibility of lane expansion on the west-bound, left turn lanes underneath the Palmetto Expressway in order to improve the flow of traffic onto the Palmetto Expressway; and

WHEREAS, subsequently, Town Staff collaborated with the Florida Department of Transportation (FDOT) and determined two possible improvement options that could be implemented to achieve traffic relief; and

WHEREAS, based on a review of traffic data collected, the Town Manager advises that the Town Council adopt option one, namely the extension of the outer left turn lane on N.W. 154th Street by 180 feet beginning at west leg of the intersection at N.W. 154th Street and N.W. 77th Avenue; and

WHEREAS, the estimated cost for this improvement, inclusive of design and permitting is three hundred and fifty thousand dollars and 00/100 (\$350,000.00); and

WHEREAS, funding for this project has not yet been identified; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to amend the Transportation Master Plan to include the extension of the outer left turn lane on N.W. 154th Street.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. Approval of the Amendment and Incorporation to the Transportation Master Plan. Town Manager and/or his designee are authorized to take all actions necessary to amend the Transportation Master Plan in order to incorporate the expansion of the west bound lane on N.W. 154th Street.

Section 3. Directing Town Manager to Forward the Masterplan. The Town Manager and, or his designee is directed to forward this Resolution, Amending the Town's Master Plan to the Metropolitan Planning Organization, Miami-Dade County, Florida Department of Transportation, and any other appropriate government agencies, at the discretion of the Town Manager.

Section 4. Directing Town Manager to Pursue Funding. The Town Manager and, or his designee is directed to take all steps to secure necessary funding for this project including the application for grants to assist the Town in implementing the expansion of the west bound lane on N.W. 154th Street.

Section 5. Effective Date. This Resolution shall be effective immediately upon adoption.

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

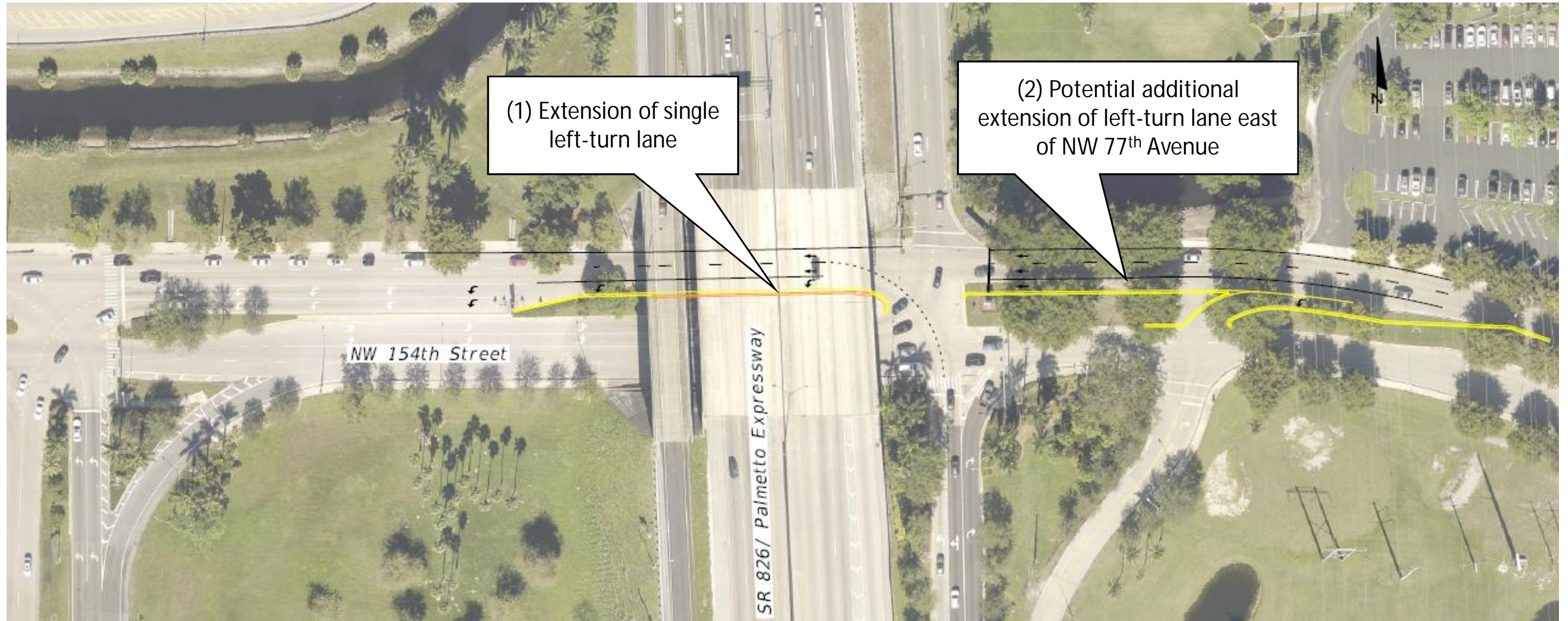
Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

SR 826/Palmetto Expressway / NW 154th Street - Potential Interchange Improvements





Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Recommendation to Award Contracts for Grounds Maintenance Services for MLOP & ROP, RFP No. 2018-16
Date: 5/1/2018

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute two (2) contracts for RFP 2018-16, Grounds Maintenance Services for Miami Lakes Optimist Park and Royal Oaks Park. The recommendation is to award a contract for grounds maintenance services at Miami Lakes Optimist Park to BrightView Landscape Services, Inc. ("BrightView"), and to award another contract to GreenSource Landscape & Sports Turf, Inc. ("GreenSource") for services at Royal Oaks Park in amounts not to exceed budgeted funds per park. The contracts will be for an initial term of three (3) years, during which, both contractors will have the opportunity to incrementally extend the term upon satisfactory performance up to a maximum of sixty (60) months, or five (5) years in total. The estimated value of these contracts combined is \$738,970 annually. The adopted budget for fiscal year 2017-2018 includes \$822,500 for these services, however the budget includes an allowance for additional services like re-sodding.

Background:

Miami Lakes Optimist Park and Royal Oaks Park are two of the Town's largest parks. With more than forty-one acres of green space, both parks require specialized athletic field care to maintain their green, healthy, and neat appearance. Instead of in-housing the maintenance, the Town hires contractors to perform grounds maintenance services at both parks. The services consist of mowing, edging, trimming, maintaining shrubs, hedges, and plants, fertilizing, weed control, maintaining irrigation, pest identification/control, maintaining athletic fields, and supervision of personnel.

Over the past six years, the Town moved towards a performance-based contracting approach, especially in the areas of landscape maintenance, to ensure its green spaces enjoy a high-quality look year-round. This innovative approach has resulted in an increase in overall quality in our landscape and vendor performance. In addition, this approach affords the Town the flexibility to improve our level of service should additional funds be budgeted in subsequent fiscal years.

Under these contracts, instead of a monthly flat fee, the vendor is paid only for work that meets the required performance standards. To receive payment for services rendered, the contractor must maintain the awarded

areas at a specific quality standard, which is established for each park in the contract. The Town uses a Quality Assurance & Surveillance Program (“QASP”) to conduct routine and surprise inspections to assess whether contractors continue to meet performance standards. Contractors that fail to meet performance standards do not receive compensation for their associated tasks along with an inspection fee assessment and lose potential months that could be added to their contracts. For each month the contractor meets performance standards, an additional month is added to the term of the contract, providing an incentive for contractors to maintain grounds above performance standards.

The Town issued Request for Proposals (“RFP”) 2018-16 for Grounds Maintenance Services for Miami Lakes Optimist Park and Royal Oaks Park on April 2, 2018. The RFP was advertised online via two public bidding websites, DemandStar and Public Purchase, and was physically posted in the Government Center Lobby. Solicitation notifications were sent to 375 vendors, of which 26 downloaded solicitation documents for this RFP.

To qualify for award, prospective Proposers were required to:

1. Hold a current Landscape License/Certification issued by Miami-Dade County;
2. Possess a minimum of five (5) years’ experience performing grounds maintenance services under its current business name and ownership; and
3. Provide verifiable client references demonstrating satisfactory work on at least three (3) grounds/athletic field maintenance contracts of similar size, scope, and complexity within the last seven (7) years.

On the date of the proposal deadline, April 17, 2018, we received two (2) proposals from the following Proposers:

Proposer	Annual MLOP Price	Annual ROP Price	Annual Total
1. BrightView	\$455,250.00	\$285,704.99	\$740,954.99
2. GreenSource	\$479,462.47	\$283,719.30	\$763,181.77

An Evaluation Committee was appointed, comprised of the following members:

1. Jeremy Bajdaun, Parks & Athletics Manager, Town of Miami Lakes
2. Tony Lopez, Chief of Operations, Town of Miami Lakes
3. Omar Luna, Recreation Director, City of Miami Springs
4. Paulette Murphy, Director of Parks & Recreation, City of Miami Gardens

Procurement performed a due diligence review of the proposals for responsiveness and found that review of each proposal did not reveal any material defects in the proposal, nor in the Proposers’ qualifications. Each Proposer has been in business for more than five (5) years, they are appropriately licensed to do the work, and provided references for at least three contracts of similar size, scope, and complexity. Procurement did not find any issues that would indicate any Proposer was incapable of performing the services.

The Evaluation Committee was provided the responsive proposals and met on April 18, 2018, to evaluate and rank the proposals. At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

1. GreenSource – 417.76
2. BrightView – 417

The rankings were established by utilizing the Evaluation Committee's point allocations for the technical portion of the response and adding points based on an equation using both Proposers' total bid price. Due to the small difference in total points, the Evaluation Committee considered awarding contracts for each park based on which Proposer submitted the lowest price for each park. In this case, BrightView submitted the lowest price for Miami Lakes Optimist Park at \$455,250.00 and Green Source submitted the lowest price for Royal Oaks Park at \$283,719.30. The Evaluation Committee determined that awarding contracts for each park separately represented the best value to the Town.

The adopted budget for fiscal year 2017-2018 includes \$822,500 for grounds maintenance services in both parks. Of that amount, \$291,500.00 is budgeted for Royal Oaks Park and \$531,000.00 is budgeted for Miami Lakes Optimist Park. GreenSource proposed an annual price of \$283,719.30, which is \$7,780.70 within budget and BrightView proposed an annual price of \$455,250.00, which is \$75,750.00 within budget. However, a portion of the remaining budget for Miami Lakes Optimist Park may be necessary for custodial services, which should be awarded at the June Town Council Meeting. Current custodial services for Miami Lakes Optimist Park cost the Town \$14,700 annually, though this is expected to increase in the next custodial services solicitation.

ATTACHMENTS:

Description

Resolution

Contract

RESOLUTION NO. 18-_____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AWARDED CONTRACTS FOR REQUEST FOR PROPOSAL (RFP) 2018-16 FOR GROUND MAINTENANCE SERVICES FOR MIAMI LAKES OPTIMIST PARK AND ROYAL OAKS PARK; AUTHORIZING THE TOWN MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE CONTRACT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE CONTRACTS; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 2, 2018, the Town of Miami Lakes (“the Town”) issued Request For Proposal (“RFP”) No. 2018-16 for Ground Maintenance Services for Miami Lakes Optimist Park and Royal Oaks Park; and

WHEREAS, an evaluation committee met on April 18, 2018, to evaluate two (2) proposals; and

WHEREAS, based on a point valuation the evaluation committee found GreenSource as their highest ranked application with a valuation of 417.76 points followed by BrightView with a valuation of 417 points; and

WHEREAS, based on the negligible difference in total points and the applicants proposed price for each park, the evaluation committee determined that awarding a contract for Miami Lakes Optimist Park to GreenSource, and a separate contract to BrightView to be the best value for the Town; and

WHEREAS, each contract will be for a period of three (3) years, with the opportunity to incrementally extend the contract for a total of sixty (60) months or five (5) years, for an amount not to exceed budgeted funds; and

WHEREAS, the Town Manager concurs with the opinion of the evaluation committee, and finds that awarding a contract for grounds maintenance for Miami Lakes Optimist Park to GreenSource and a separate contract for grounds maintenance for Royal Oaks Park to Bright View; and

WHEREAS, the Town Manager recommends awarding, pursuant to RFP 2018-16, a contract for grounds maintenance for Miami Lakes Optimist Park to GreenSource and a separate contract for grounds maintenance for Royal Oaks Park to Bright View.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL FOR THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of the Contract. The Council approves the award of RFP 2018-16 to GreenSource for ground maintenance at Miami Lakes Optimist Park and BrightView for ground maintenance at Royal Oaks Park.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contracts, pursuant to RFP 2018-16, to GreenSource for ground maintenance at Miami Lakes Optimist Park and BrightView for ground maintenance at Royal Oaks Park.

Section 4. Authorization of Fund Expenditure. The Town Manager is authorized to expend budgeted funds.

Section 5. Execution of the Contract. The Town Manager is authorized to execute, in substantially the form attached hereto as composite Exhibit "A," the agreements with GreenSource and Bright View pursuant to RFP 2018-16 for Ground Maintenance on Miami Lakes Optimist Park and Royal Oaks Park, and to execute any required agreements and/or documents to implement the terms and conditions of the contract, subject to approval as to form and legality by the Town Attorney.

Section 6. Effective Date. This Resolution shall be effective immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

PASSED AND ADOPTED this ____ day of May, 2018.

Motion to adopt by: _____, second by: _____.

FINAL VOTE AT ADOPTION

Mayor Manny Cid _____

Vice Mayor Tony Lama _____

Councilmember Luis Collazo _____

Councilmember Tim Daubert _____

Councilmember Ceasar Mestre _____

Councilmember Frank Mingo _____

Councilmember Nelson Rodriguez _____

Manny Cid
Mayor

Attest:

Approve as to Form and Legal Sufficiency

Attest: _____
Gina Inguanzo
Town Clerk

Raul Gastesi
Town Attorney

EXHIBIT “A”

**GROUNDS MAINTENANCE SERVICES
FOR
MIAMI LAKES OPTIMIST PARK & ROYAL OAKS PARK
2018-16**



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Luis Collazo
Councilmember Timothy Daubert
Councilmember Ceasar Mestre
Councilmember Marilyn Ruano
Councilmember Nelson Rodriguez**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

TABLE OF CONTENTS

SECTION 1. GENERAL TERMS & CONDITIONS	5
1.01 DEFINITIONS	5
1.02 GENERALLY	6
1.03 RULES AND REGULATIONS	7
1.04 HOURS FOR PERFORMING WORK	7
1.05 SUBCONTRACTORS	7
1.06 CONSULTANT SERVICES	8
1.07 AUTHORITY OF THE PROGRAM MANAGER(S)	8
1.08 INDEPENDENT CONTRACTOR	9
1.09 THIRD-PARTY BENEFICIARIES	9
1.10 ASSIGNMENT OR SALE OF CONTRACT	9
1.11 TIME FOR COMPLETION	9
1.12 APPLICABLE LAW AND VENUE OF LITIGATION	9
1.13 NON-EXCLUSIVE CONTRACT	9
1.14 SEVERABILITY	9
1.15 CONTRACT DOCUMENTS CONTAIN ALL TERMS	10
1.16 ENTIRE AGREEMENT	10
1.17 INTENTION OF THE TOWN	10
1.18 PRIORITY OF PROVISIONS	10
1.19 ROYALTIES AND PATENTS	11
1.20 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION	11
1.21 OWNERSHIP OF THE WORK	11
1.22 TOWN LICENSES, PERMITS AND FEES	11
1.23 TAXES	12
1.24 REMOVAL OF UNSATISFACTORY PERSONNEL	12
1.25 COMPLIANCE WITH APPLICABLE LAWS	12
1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA	12
1.27 NOTICES	12
1.28 INDEMNITY & INSURANCE	13
1.28-1 INDEMNIFICATION	13
1.28-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK	13
1.28-3 DEFENSE OF CLAIMS	14
1.28-4 INSURANCE	14
1.29 PUBLIC RECORDS	16
1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS	16
1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS	16
1.30-1 CHANGE ORDERS	16
1.30-2 FORCE MAJEURE	17
1.30-3 EXTENSION OF TIME	18
1.30-4 EXCUSABLE DELAY, NON-COMPENSABLE	19
1.30-5 CLAIMS	19
1.30-6 DISPUTES AND MEDIATION	20
1.30-7 CONTINUING THE WORK	21
1.30-8 FRAUD AND MISREPRESENTATION	21

1.30-9 STOP WORK ORDER	21
1.30-10 MATERIALITY AND WAIVER OF BREACH	22
1.30-11 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN	22
1.30-12 CONTRACT EXTENSION	22
1.31 EARLY TERMINATION & DEFAULT	23
1.31-1 SET-OFFS, WITHOLDING, AND DEDUCTIONS	23
1.31-2 CONTRACTOR DEFAULT	23
1.31-3 TERMINATION FOR CONVENIENCE	24
1.31-4 REMEDIES AVAILABLE TO THE TOWN	25
1.31-5 FUNDS AVAILABILITY	25
1.32 EXECUTION IN COUNTERPARTS	25
SECTION 2. SPECIAL TERMS & CONDITIONS	26
2.01 PERFORMANCE BASED CONTRACTING OVERVIEW	26
2.02 SCOPE OF SERVICES	26
2.03 CONTRACT TERM	26
2.03-1 CONTRACT TERM EXTENSION INCENTIVE	27
2.04 ADDITIONAL SERVICES	27
2.05 WORK ORDERS	27
2.06 CONTRACT SURVEILLANCE	28
2.07 UNSATISFACTORY WORK	28
2.08 WARRANTY	28
2.09 RESTRICTION ON PARKING	29
2.10 TRAINING	29
2.11 REIMBURSEABLE EXPENSES	29
SECTION 3. PERFORMANCE WORK STANDARDS	30
3.01 DESCRIPTION OF SERVICES	30
3.01-1 MOWING	30
3.01-2 EDGING	31
3.01-3 LINE TRIMMING	32
3.01-4 LANDSCAPING	32
3.01-5 WEED CONTROL	33
3.01-6 LITTER/DEBRIS REMOVAL	34
3.01-7 IRRIGATION SYSTEM MAINTENANCE	34
3.01-8 IRRIGATION	34
3.01-9 PEST IDENTIFICATION & CONTROL	35
3.01-10 FERTILIZING	35
3.01-11 HERBICIDES	36
3.01-12 ATHLETIC FIELD/TURF MAINTENANCE	36
3.01-13 TOPDRESSING	36
3.01-14 AERATION, VERTICUTTING, SLICING	37
3.01-15 BASEBALL/SOFTBALL FIELD MAINTENANCE (MIAMI LAKES OPTIMIST PARK ONLY)	37
3.01-16 BATTING CAGE/BULLPEN/HIT-DOWN AREA MAINTENANCE (MIAMI LAKES OPTIMIST PARK ONLY)	37
3.02 DELIVERABLES	38
3.02-1 MAINTENANCE & SERVICE PLAN	38

3.02-2 QUALITY CONTROL PLAN	38
3.02-3 WEEKLY WORK PLAN	39
3.02-4 MONTHLY REPORT	39
3.02-5 EMERGENCY RESPONSE PLAN	40
3.02-6 CONTACT INFORMATION FOR PERSONNEL	41
3.03 LABOR, EQUIPMENT & MATERIALS.....	41
3.04 GENERAL LABOR/SUPERVISION	41
3.05 PERSONNEL REQUIREMENTS/QUALIFICATIONS.....	41
3.05-1 GENERAL	41
3.05-2 HOURS FOR PERFORMING THE WORK.....	41
3.05-3 PROGRAM MANAGER.....	42
3.05-4 FIELD SUPERVISOR	42
3.05-5 PERSONNEL QUALIFICATIONS.....	42
3.05-6 UNIFORM/APPEARANCE	42
3.05-7 STANDARDS OF CONDUCT	43
3.05-8 ALCOHOL & CONTROLLED SUBSTANCES.....	43
3.05-9 EMPLOYEE SAFETY REQUIREMENTS	43
3.05-10 EMPLOYEE TRAINING/OPERATING OF EQUIPMENT	43
3.06 REPAIR OF DAMAGED AREAS.....	44
3.07 EMERGENCY & SPECIAL SERVICES.....	44
3.08 PAYMENT REDUCTIONS	44
3.08-1 REDUCTIONS FOR NON-COMPLIANT/UNSATISFACTORY WORK.....	44
3.08-2 PAYMENT ADJUSTMENTS	44
3.08-3 REDUCTIONS	45
CORPORATE RESOLUTION	47
EXHIBIT A – MLOP & ROP DESCRIPTIONS & MAPS	48
EXHIBIT B – PERFORMANCE WORK STATEMENT SUMMARY.....	52
EXHIBIT C – CONTRACT DELIVERABLES.....	58
EXHIBIT D – PROPOSER’S SUBMITTAL	60

SECTION 1. GENERAL TERMS & CONDITIONS

1.01 DEFINITIONS

1. **Award** means that the Town Manager or Town Council, as applicable, has approved the award of a contract.
2. **Bid** means the Submittal tendered by a Bidder in response to this solicitation, which includes the price, authorized signature and all other information or documentation required by the Invitation to Bid ("ITB") at the time of submittal.
3. **Bid Form** means the form that contains the goods or services to be purchased and that must be completed and submitted with the Bid.
4. **Bidder** means any person, firm or corporation, or its duly authorized representative tendering a Submittal in response to this solicitation.
5. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
6. **Completion Time** means the number of calendar days specified for Final Completion of the Project.
7. **Cone of Silence** means the time period and method of communications as required by Section 2-11.1 of the Miami-Dade County Code, which state that the Cone of Silence shall be in effect from the date the ITB is issued until the Town Manager issues a written recommendation.
8. **Consultant** means a firm that has entered into a separate agreement with the Town for the provision of professional services.
9. **Contract** means the ITB, the addendum, and the Bid documents that have been executed by the Bidder and the Town subsequent to approval of award by the Town.
10. **Contract Documents** means the Contract as may be amended from time to time, and plans, specifications, addendum, clarifications, directives, Change Orders, payments and other such documents issued under or relating to the Contract.
11. **Contractor** means the Successful Bidder who is issued a Purchase Order, Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the Town and who will be responsible for the acceptable performance of any Work and for the payment of all legal debts pertaining to the Work under the Contract.
12. **Cure** means the action taken by the Contractor promptly, after receipt of written notice from the Town of a breach of the Contract Documents, which must be performed at no cost to the Town, to repair, replace, correct, or remedy all material, equipment, or other elements of the Work or the Contract Documents affected by such breach, or to otherwise make good and eliminate such breach.
13. **Cure Period** means the period of time in which the Contractor is required to remedy deficiencies in the Work or compliance with the Contract Documents after receipt of a written Notice to Cure from the Town identifying the deficiencies and the time to Cure.
14. **Days** mean calendar days unless otherwise specifically stated in the Contract Documents .
15. **Defective Work** means (a) Work that is unsatisfactory, deficient, or damaged, does not conform to the Contract Documents, or does not meet the requirements of any inspection, test or

approval, or (b) Work associated with punch list items that the Contractor fails to complete within a reasonable time after issuance of the punch list by the Program Manager.

16. **Field Directive** means a written directive to effect changes to the Work, issued by the Program Manager, Consultant or the Town Department Director that may affect the ITB Contract price or time.
17. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials furnished by Design-Build Firm and of the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
18. **Materials** mean goods or equipment incorporated into the Work, or used or consumed in the performance of the Work.
19. **Notice of Award** means any correspondence from the Town that informs the successful bidder of a contract award for this ITB.
20. **Performance Work Standards ("PWS")** means the minimum performance standards required for satisfactory performance of all the services required under this Contract, which are provided for in Section 3 of the Contract.
21. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
22. **Program Manager(s)** means the person(s) assigned by the Town Manager or designee to manage a service program under this Contract.
23. **Request for Information (RFI)** means a request from the Contractor seeking an interpretation or clarification relative to the Contract Documents. The RFI, which must be clearly marked RFI, must clearly and concisely set forth the issue(s) or item(s) requiring clarification or interpretation and why the response is required. The RFI must set forth the Contractor's interpretation or understanding of the document(s) in question, along with the reason for such understanding.
24. **Subcontractor** means a person, firm or corporation having a direct contract with Contractor, including one who furnishes material, equipment or services necessary to perform the Work.
25. **Submittal** means the documents prepared and submitted by the Bidder in response to this ITB.
26. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
27. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.
28. **Work/Services** as used herein refers to all reasonably necessary and inferable labor, material, equipment, and services, whether or not specifically stated, to be provided by the Contractor to fulfill its obligations under the Contract Documents.

1.02 GENERALLY

The employee(s) of the Contractor will be considered to be at all times its employee(s), and not employee(s) or agent(s) of the Town or any of its departments.

The Contractor agrees that the Contractor will at all times employ, maintain and assign to the performance of the Contract a sufficient number of competent and qualified professionals and other personnel to meet the requirements of the Work to be performed.

The Contractor agrees to adjust staffing levels or to replace any staff personnel if so requested by the Town Manager or designee, should the Town Manager or designee make a determination that said staffing is unacceptable or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor represents that its staff personnel have the proper skills, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses necessary to perform the Work, in a competent and professional manner.

The Contractor must at all times cooperate with the Town, or the Consultant (if any) and coordinate its respective Work efforts to most effectively and efficiently progress the performance of the Work.

The Town, the Consultant (if any) and other agencies authorized by the Town, must have full access to the Project site at all times.

The apparent silence of the Contract Documents as to any detail, or the apparent omission from them of a detailed description concerning any Work to be done and materials to be furnished, will be regarded as meaning that only best practices are to prevail and only materials and workmanship of the best quality are to be used in the performance of the Work.

1.03 RULES AND REGULATIONS

The Contractor must comply with all laws and regulations applicable to provision of services specified in the Contract Documents. The Contractor must be familiar with all federal, state and local laws, rules, regulations, codes, and ordinances that affect the Work.

Where portions of the Work traverse or cross federal, state, county or local highways, roads, streets, or waterways, and the agency in control of such property has established standard specifications, rules or regulations governing items of Work that differ from these specifications, the most stringent specifications, rules and regulations will apply.

1.04 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the Town's Noise Ordinance No. 04-50 unless specifically stated otherwise herein or in a Work Order. Work to be performed outside these hours will require the prior written approval of the Program Manager.

1.05 SUBCONTRACTORS

No work under this contract may be subcontracted without the prior written approval of the Town Manager.

In the event subcontracts are approved, Contractor is solely responsible for all acts and omissions of its Subcontractors. Nothing in the Contract Documents creates any contractual relationship between any Subcontractor and the Town. Contractor is responsible for the timely payment of its Subcontractors and suppliers as required by Florida Statute Chapter 218.735. Failure to comply with these payment requirements will place the Contractor in default of the Contract.

Contractor must not employ any subcontractor against whom Town may have a reasonable objection.

Contractor must utilize the Subcontractors identified in its Bid submission. The replacement, addition, or deletion of any Subcontractor(s) will be subject to the prior written approval of the Program Manager.

1.06 CONSULTANT SERVICES

The Town, at its sole discretion, may hire a Consultant who may serve as the Town's representative for the Contract. Where a Consultant has been identified, the Consultant and the Program Manager will both have authority to act on behalf of the Town to the extent provided for in the Contract Documents, and where such authority has been delegated in writing by the Town Manager.

1.07 AUTHORITY OF THE PROGRAM MANAGER(S)

The Town Manager hereby authorizes the Program Manager(s) to determine, all questions of any nature whatsoever arising out of, under or in connection with, or in any way relating to or on account of the Work, and questions as to the interpretation of the Work to be performed under the Contract Documents. The Program Manager(s) may delegate some of the authority contained in this Article to a designee.

The Contractor is bound by all determinations or orders of the Program Manager(s) and must promptly respond to requests of the Program Manager(s), including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Program Manager(s)'s determination or requests. Where requests are made orally, the Program Manager(s) will follow up in writing, as soon thereafter as is practicable.

The Program Manager(s) and/or designee(s) shall have authority to act on behalf of the Town to the extent provided for by the Contract Documents, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing through the Town Manager, Program Manager(s) or designee(s).

The Program Manager(s) will not be responsible for the means, methods, techniques, sequences or procedures employed, or for safety precautions and programs in connection with the Work and will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

All interpretations and recommendations of the Program Manager(s) and Consultant will be consistent with the intent of the Contract Documents.

Interpretation of the Contract terms and conditions will be issued by the Town's Procurement Manager.

The Program Manager(s) and/or designee(s) will have authority to reject Work that does not conform to the Contract Documents. Whenever, in their opinion, it is considered necessary or advisable to ensure the proper completion of the Work the Program Manager(s) or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Program Manager(s)'s authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, shall not give rise to any duty or responsibility of the Program Manager(s) owed to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Program Manager(s) is not responsible for the acts or omissions of the Contractor, any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.

1.08 INDEPENDENT CONTRACTOR

The Contractor is engaged as an independent business and agrees to perform Work as an independent contractor. In accordance with the status of an independent contractor, the Contractor covenants and agrees that the Contractor will conduct business in a manner consistent with that status, that the Contractor will not claim to be an officer or employee of the Town for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: worker's compensation coverage; unemployment insurance benefits; social security coverage; retirement membership, or credit.

1.09 THIRD-PARTY BENEFICIARIES

Neither Contractor nor Town intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third-party beneficiaries to this Contract and that no third party will be entitled to assert a claim against either of them based upon this Contract.

1.10 ASSIGNMENT OR SALE OF CONTRACT

The performance of this Contract will not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Contractor without the prior written consent of the Town. It is understood that a sale of the majority of the stock or partnership shares of the Contractor, a merger or bulk sale, an assignment for the benefit of creditors will each be deemed transactions that would constitute an assignment or sale hereunder. The Town may request any information it deems necessary to review any request for assignment or sale of the Contract.

The Contractor must notify the Program Manager prior to any Assignment of the Contract, which must be approved by the Town for the transfer of the Contract. The Town may, at its sole discretion, elect not to approve the transfer of the Contract, which will result in the Contract being terminated in accordance with the Termination for Convenience provision of the Contract. Any transfer without Town approval will be cause for the Town to terminate this Contract for default and the Contractor will have no recourse from such termination.

Nothing herein will either restrict the right of the Contractor to assign monies due to, or to become due or be construed to hinder, prevent or affect any assignment by the Contractor for the benefit of its creditors, made pursuant to applicable law.

1.11 TIME FOR COMPLETION

Time is of the essence with regard to completion of the Work to be performed under the Contract. Delays and extensions of time may be allowed only in accordance with the provisions of the Contract. The time allowed for completion is provided for in the Special Terms & Conditions.

1.12 APPLICABLE LAW AND VENUE OF LITIGATION

This Contract will be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions the sole venue will be Miami-Dade County, Florida.

1.13 NON-EXCLUSIVE CONTRACT

This Contract shall not be deemed to create an exclusive relationship between the Town and the Contractor(s). The Town, in its sole discretion, reserves the right to perform, solicit or employ other parties or its own staff to perform Work or Services comparable to those covered herein.

1.14 SEVERABILITY

In the event any provision of the Contract Documents is determined by a Court of competent jurisdiction to be illegal or unenforceable, then such unenforceable or unlawful provision will be

excised from this Contract, and the remainder of the Contract Documents will continue in full force and effect. Notwithstanding the foregoing, if the result of the deletion of such provision will materially and adversely affect the rights of either party, such party may elect, at its option, to terminate the Contract in its entirety. An election to terminate the Contract based upon this provision must be made within seven (7) calendar days after the finding by the Court becomes final.

1.15 CONTRACT DOCUMENTS CONTAIN ALL TERMS

The Contract Documents and all documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of the Contract Documents will be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

1.16 ENTIRE AGREEMENT

The Contract Documents, as they may be amended from time to time, represent the entire and integrated Contract between the Town and the Contractor and supersede all prior negotiations, representations or agreements, written or oral. This Contract may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of the Contract Documents will not be deemed to be a waiver of any other breach of any provision of the Contract Documents.

1.17 INTENTION OF THE TOWN

It is the intent of the Town to describe in the ITB the Work to be completed in accordance with all codes and regulations governing all the Work to be performed under this Contract. Any work, labor, materials and/or equipment that may reasonably be inferred from the Contract as being required to produce the intended results must be supplied by Contractor whether or not specifically called for in the Contract Documents. Where words, which have well-known technical or trade meanings are used to describe Work, materials or equipment, such words will be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, will mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

1.18 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into the Contract Documents by reference and a term, statement, requirement, the specifications or any plans, or provision of the Contract Documents the following order of precedence will apply:

1. In the event of conflicts in the Contract Documents the priorities stated below will govern;
2. Revisions and Change Orders to the Contract will govern over the Contract;
3. The Contract Documents will govern over the Contract;
4. The Special Conditions will govern over the General Conditions of the Contract; and
5. Addendum to an ITB will govern over the ITB.

In the event that Drawings and specifications are provided with the Contract the priorities stated below will govern:

1. Scope of Work and Specifications will govern over Plans and Drawings;
2. Schedules, when identified as such will govern over all other portions of the Plans;
3. Specific notes will govern over all other notes, and all other portions of the Plans, unless specifically stated otherwise;
4. Larger scale drawings will govern over smaller scale drawings;
5. Figured or numerical dimensions will govern over dimensions obtained by scaling; and
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern.

1.19 ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

1.20 PURCHASE AND DELIVERY, STORAGE AND INSTALLATION

All materials must be F.O.B. delivered and included in the cost of the Work. The Contractor is solely responsible for the purchase, delivery, off-loading and installation of all equipment and material(s). Contractor must make all arrangement for delivery. Contractor is liable for replacing and damaged equipment or material(s) and filing any and all claims with suppliers. All transportation must comply with all federal, FDOT, Miami-Dade County, and Town rules and regulations.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Program Manager. The Town's Forms are available on the Town's website.

1.21 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until final acceptance of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town accepts the Work and pays the final invoice.

1.22 TOWN LICENSES, PERMITS AND FEES

In accordance with the Public Bid Disclosure Act, 218.80, Florida Statutes, each license, permit, or fee the Contractor will have to pay the Town before or during the Work or the percentage method or unit method of all licenses, permits and fees required by the Town and payable to the Town by virtue of the Work as part of the Contract are as follows:

1. Contractor must have and maintain during the term of this Contract all appropriate Town licenses. Fees for which must be paid in full in accordance with the Town's Fee structure for such licenses. THERE WILL NOT BE ANY PERCENTAGE REDUCTION OR WAIVING OF TOWN LICENSE FEES.
2. During the performance of this Contract there may be times when the Contractor will be required to obtain a Town permit for such Work. It is the responsibility of the Contractor to ensure that he has the appropriate Town permits to perform such work as may become necessary during the performance of the Work. Any fees related to Town required permits in connection with this Contract will be the responsibility of the Contractor and will be reimbursed by the Town.

Licenses, permits, and fees that may be required by County, State or Federal entities are not included in the above list.

1.23 TAXES

Contractor must pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

Contractor shall include all sales and other taxes for which it is liable in its Bid price.

1.24 REMOVAL OF UNSATISFACTORY PERSONNEL

Contractor must at all times enforce strict discipline and good order among its employees and subcontractors at the Project(s) site(s) and must not employ on any Work any unfit person or anyone not skilled in the Work to which they are assigned.

The Town may make written request to the Contractor for the prompt removal and replacement of any personnel employed or retained by the Contractor, or any or Subcontractor engaged by the Contractor to provide and perform services or Work pursuant to the requirements of the Contract Documents. The Contractor must respond to the Town within five (5) calendar days of receipt of such request with either the removal and replacement of such personnel or written justification as to why that may not occur. The Town will make the final determination as to the removal of unsatisfactory personnel from the Work. The Contractor agrees that the removal of any of such individual(s) does not require the termination or demotion of said individual(s).

1.25 COMPLIANCE WITH APPLICABLE LAWS

The Contractor must comply with the most recent editions and requirements of all applicable laws, rule, regulations, codes, and ordinances of the Federal government, the State of Florida, Miami-Dade County, and the Town.

1.26 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, & ADA

Contractor will not unlawfully discriminate against any person, will provide equal opportunities for employment, and comply with all applicable provisions of the Americans with Disabilities Act in its performance of the Work under the Contract. Contractor will comply with all applicable federal, State of Florida, Miami-Dade County, and Town rules regulations, laws, and ordinance as applicable.

1.27 NOTICES

Whenever either party desires to give written notice to the other relating to the Contract, such must be addressed to the party for whom it is intended at the place specified below; and the place for giving the notice will remain until it has been changed by written notice in compliance with the provisions of this Article. Notice will be deemed given on the date received or within 3 days of mailing, if mailed through the United States Postal Service. Notice will be deemed given on the date sent via e-mail or facsimile. Notice will be deemed given via courier/delivery service upon the initial delivery date by the courier/delivery service. For the present, the parties designate the following as the respective places for giving of notice:

For Town:

Mr. Alex Rey
Town Manager
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
reya@miamilakes-fl.gov

Raul Gastesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
rgastesi@miamilakes-fl.gov

For Contractor:

(To Be Determined)

Space intentionally left blank

During the Work the Contractor must maintain continuing communications with designated Town representative(s). The Contractor must keep the Town fully informed as to the progress of the Work under the Contract.

1.28 INDEMNITY & INSURANCE

1.28-1 INDEMNIFICATION

The Contractor must indemnify and hold harmless the Town, its officers, agents and employees from and against all liability, claims, damages, losses and expenses, including reasonable attorney's fees and costs at both trial and appellate levels arising out of or resulting from the performance of the Work under this Contract, caused by negligence, recklessness, intentional misconduct, or any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable. The Contractor expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Contractor will in no way limit the responsibility to indemnify, keep and save harmless and defend the Town or its officers, employees, agents and instrumentalities as herein provided.

The Contractor agrees and recognizes that the Town will not be held liable or responsible for any claims which may result from any actions or omissions of the Contractor in which the Town participated either through review or concurrence of the Contractor's actions. In reviewing, approving or rejecting any submissions by the Contractor or other acts of the Contractor, the Town in no way assumes or shares any responsibility or liability of the Contractor or Subcontractor, under this Contract. The Contractor will defend the Town or provide for such defense at its own expense, at the Town's option.

This indemnification obligation will survive the expiration or termination of this Contract.

The Town has provided specific consideration for the indemnification of \$10.00 from the sums due to the Contractor under this Contract.

1.28-2 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES TO THE WORK

Contractor accepts full responsibility for Work against all losses or damages of whatever nature sustained until acceptance by Town Manager or designee, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

Contractor is full responsible for Work against all losses or damages of whatever nature sustained until acceptance by Town, and must promptly repair or replace, at no additional cost to the Town any Work, materials, equipment, or supplies damaged, lost, stolen, or destroyed from any cause whatsoever.

1.28-3 DEFENSE OF CLAIMS

Should any claim be made, or any legal action brought in any way relating to the Work under the Contract, the Contractor will diligently render to the Town all assistance which the Town may require of the Contractor.

1.28-4 INSURANCE

Without limiting any of the other obligations or liabilities of Contractor, the Contractor must secure and maintain throughout the duration of this Contract, insurance of such type and in such amounts necessary to protect its interest and the interest of the Town against hazards or risks of loss as specified below. The underwriter of such insurance must be qualified to do business in the State of Florida, be rated "B" as to management and "Class V" as to strength or better as rated by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. The insurance carrier must have agents upon whom service of process may be made in the State of Florida. The insurance coverage will be primary insurance with respect to the Town, its officials, employees, agents and volunteers. Any insurance maintained by the Town will be in excess of the Contractor's insurance and will not contribute to the Contractor's insurance. The insurance coverages must include a minimum of:

a. *Worker's Compensation and Employer's Liability Insurance:*

Coverage to apply for all employees for statutory limits as required by the State of Florida's Statutory Workers' Compensation Law and all applicable Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000 each accident and a waiver of subrogation.

b. *Comprehensive Business Automobile and Vehicle Liability Insurance:*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims for injuries to members of the public and/or damages to property of others arising from the Contractor's use of motor vehicles or any other equipment and must cover operation with respect to onsite and offsite operations and insurance coverage must extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability must not be less than \$500,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.

c. *Commercial General Liability ("CGL"):*

This insurance must be written in comprehensive form and must protect the Contractor and the Town against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Contractor or any of its agents, employees, or subcontractors. The limit of liability must not be less than \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(i) Products and/or Completed Operations for contracts with an Aggregate Limit of **One Million Dollars (\$1,000,000)** per project. Contractor must maintain in force until at least three years after completion of all Work required under the Contract, coverage for Products and Completed Operations, including Broad Form Property Damage.

(ii) Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.

(iii) CGL Required Endorsements:

- Employees included as insured
- Contingent Liability/Independent Contractors Coverage
- Contractual Liability
- Waiver of Subrogation
- Premises and/or Operations
- Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
- Loading and Unloading
- Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

d. Certificate of Insurance

Contractor must provide the Town Manager or designee with Certificates of Insurance for all required policies within fifteen (15) days of notification of a conditional award by the Town. The Certificates of Insurance must not only name the types of policy(ies) provided, but also must specifically cite this Contract and must state that such insurance is as required by this Contract. The Town reserves the right to require the Contractor to provide a certified copy of such policies, upon written request by the Town. Each policy certificate must be endorsed with a provision that not less than thirty (30) calendar days' written notice must be provided to the Town before any policy or coverage is cancelled, restricted, or a material change is made. Acceptance of the Certificate(s) is subject to approval of the Town Manager or designee.

e. Additional Insured

The Town is to be specifically included as an Additional Insured for the liability of the Town resulting from operations performed by or on behalf of Contractor in performance of this Contract. The Town must be named as additional insured under the CGL, business automobile insurance and umbrella policies. Town must be named as an additional insured under Contractor's insurance, including that applicable to the Town as an Additional Insured, must apply on a primary basis and any other insurance maintained by the Town will be in excess of and will not contribute to Contractor's insurance. Contractor's insurance must contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance must apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The Contractor will be responsible for the payment of any deductible or self-insured retention in the event of any claim.

1.29 PUBLIC RECORDS

1.29-1 ACCESS, REVIEW AND RELEASE OF RECORDS

Town will have the right to inspect and copy, at Town's expense, the books, records, and accounts of Contractor which relate in any way to the Contract. The Contractor agrees to maintain an accounting system that provides for accounting records that are supported with adequate documentation and adequate procedures for determining allowable costs.

f. Public Records

Bidder affirms, by virtue of bidding, that its Bid is a public record, and the public will have access to all documents and information pertaining to the bid and the solicitation, subject to the provisions of Chapter 119, Florida Statutes. Bidder acknowledges that the Town may provide public access to or provide copies of all documents subject to disclosure under applicable law. If the Project is funded by grants, either partially or fully, records will be made available to the granting agency in accordance with that agency's requirements, when necessary.

Bidder is responsible for claiming applicable exemptions to disclosure as provided by Chapter 119, Florida Statutes, in its Bid by identifying the materials to be protected and providing a reason for why such exclusion from public disclosure is necessary and legal.

g. Retention and Transfer of Public Records

Upon termination by the Town or final completion of the Contract the Contractor must, in accordance with Section 119.0701 of the Florida Statutes, transfer to the Town, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All public record stored electronically must be provided in .pdf format or another format acceptable to the Town. Any payments due the Contractor will not be made until the Town receives the public records. Failure to return such documents will result in the documents being subject Chapter 119 of the Florida Statutes

The Contractor must comply with the applicable provisions of Chapter 119, Florida Statutes and Town will have the right to immediately terminate this Contract for the refusal by the Contractor to comply with Chapter 119, Florida Statutes. The Contractor must retain all other records associated with this Contract for a period of five (5) years from the date of termination.

Should the Contractor have any questions related to the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Town's custodian of public records at the Office of the Town Clerk 6601 Main Street, Miami Lakes, Florida 33014 either in writing to by telephone at (305) 364-6100 or clerk@miamilakes-fl.gov.

1.30 CONTRACT MODIFICATION AND DISPUTE PROCESS

1.30-1 CHANGE ORDERS

Without invalidating the Contract Documents, and without notice to any Surety, the Town reserves the right to make increases, decreases or other changes in the character or quantity of the Work under the Contract Documents as may be considered necessary or desirable to

complete the Work in a manner satisfactory to the Town. The Town reserves the right to order changes which may result in additions to or reductions from the amount, type or value of the Work shown in the Contract, and which are within the general scope of the Contract Documents, and all such changes will be authorized only by a Change Order approved in advance, and issued in accordance with provisions of the Town.

The Contractor is required to provide the Program Manager with a detailed Change Proposal Request ("CPR") or Request for Change Order ("RCO"), utilizing the Town's standard form, which must include requested revisions to the Contract, including but not limited to adjustments in this Contract Price and Contract Time. The Contractor is required to provide sufficient data in support of the cost proposal demonstrating its reasonableness. In furtherance of this obligation, the Town may require that the Contractor submit any or all of the following: a cost breakdown of material costs, labor costs, labor rates by trade, and Work classification and overhead rates in support of Contractor's CPR/RCO. The Contractor's CPR/RCO must include any schedule revisions and an explanation of the cost and schedule impact of the proposed change on the Project. If the Contractor fails to notify the Program Manager of any schedule changes associated with the proposed change, it will be deemed to be an acknowledgment by Contractor that the proposed work will not have any scheduling consequences.

Any changes to the Contract must be contained in a written Change order, using the Town's Change Order Form, executed by the both parties. However, under circumstances determined necessary by the Town, a Change Order may be issued unilaterally by Town.

In the event a satisfactory adjustment cannot be reached and a Change Order has not been issued or time is of the essence, the Town reserves the right, at its sole option to direct the Contractor to proceed on a time and materials basis or make such arrangements as may be deemed necessary to complete the proposed additional Work.

Where the Town directs the Contractor to proceed on a time and materials basis, Contractor must maintain detailed records of all labor and material costs for review by the Town.

For all Change Orders the Contractor will be entitled to a combined profit and overhead rate for Change Orders that will not be in excess of ten (10%) percent inclusive of all direct/indirect costs including labor, material, and equipment costs, unless the Procurement Manager determines that the complexity and risk of the Change Order work is such that an additional factor is appropriate.

The final amount to be paid to the Contractor for Change Order Work is subject to negotiation between the Town and the Contractor.

Failure by the Contractor to proceed with Change Order Work when so directed by the Town Manager or designee may result in the Contractor being found in default of the Contract.

Contractor must utilize the Town's standard requests for change orders and change order forms unless otherwise specifically approved by the Town's Procurement Manager. The Town's Forms are available on the Town's website.

1.30-2 FORCE MAJEURE

Should any failure to perform on the part of Contractor be due to a condition of Force Majeure as that term is interpreted under Florida law, then, the Town may allow an extension of time reasonably commensurate with the cause of such failure to perform or cure.

If the Contractor is delayed in performing any obligation under the Contract Documents due to a force majeure condition, the Contractor must request a time extension from the Town within two

(2) working days of said Force Majeure occurrence. Any time extension will be subject to mutual agreement and will not be cause for any claim by the Contractor for extra compensation unless additional services are required by the Town. A Force Majeure event **does not include** inclement weather except for significant weather events that adversely impact the critical path of the Project Schedule, if required, or completion of the work, and **does not include** the acts or omissions of Subcontractors or suppliers.

1.30-3 EXTENSION OF TIME

Any reference in this Article to the Contractor will be deemed to include suppliers, and permitted Subcontractors, whether or not in privity of contract with the Contractor for the purpose of this Article.

If the Contractor is delayed at any time during the progress of the Work beyond the time frame or date provided for Final Completion by the neglect or failure of the Town or by a Force Majeure, then the Contract Time set forth in the Contract will be extended by the Town subject to the following conditions:

1. The cause of the delay arises after issuance of the NTP and could not have been anticipated by the Contractor by reasonable investigation before proceeding with the Work;
2. The Contractor demonstrates that the completion of the Work will be actually and necessarily delayed;
3. The effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay.

A delay meeting all the conditions of the above, will be deemed an Excusable Delay.

The Town reserves the right to rescind or shorten any extension previously granted if subsequently, the Program Manager determines that any information provided by the Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an Excusable Delay. Notwithstanding the above, the Program Manager will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

The request for an Excusable Delay must be made within five (5) calendar days after the time when the Contractor knows or should have known of any cause for a specific event, for which it may claim an extension of time and must provide any actual or potential basis for an extension of time, identifying such causes and describing, as fully as practicable at that time, the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. The Program Manager may require the Contractor to furnish such additional information or documentation, as the Program Manager will reasonably deem necessary or helpful in considering the requested extension.

The Contractor will not be entitled to an extension of time unless the Contractor affirmatively demonstrates that it is entitled to such extension.

The Program Manager will endeavor to review and respond to the Contractor's request for Excusable Delays in a reasonable period of time; however, the Contractor is obligated to continue to perform the Work required regardless of whether the Program Manager has issued a decision or whether the Contractor agrees or disagrees with that decision.

With regard to an injunction, strike or interference of public origin which may delay the Project, the Contractor must promptly give the Program Manager a copy of the injunction or other orders and copies of the papers upon which the same was granted. The Town must be afforded the right to intervene and become a party to any suit or proceeding in which any such injunction has been obtained and move to dissolve the same or otherwise, as the Town may deem proper.

Where the Contractor is delayed for any period of time by two or more of the causes mentioned in Article 1.30-4, Excusable Delay, Non-Compensable, the Contractor will not be entitled to a separate extension for each one of the causes, only one period of extension will be granted for the delay.

Any extension of time granted by the Town will be processed through the Change Order provisions of the Contract.

The permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended by a change order), the making of any payment to the Contractor, the issuance of any Change Order, will not waive the Town's rights under the Contract, including but not limited to the assessment of liquidated damages or declaring Contractor in default.

1.30-4 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is delay caused by either of the following: (i) circumstances that could not be foreseen and are beyond the reasonable control of Contractor, its subcontractors, or suppliers; or (ii) joint or concurrent action by Contractor, its subcontractors, suppliers or vendors and the Town. Then Contractor will be entitled only to a time extension and no compensation for the delay.

Contractor is entitled to a time extension of the Contract time for each day the Work is delayed due to Excusable Delay. Contractor must document its claim for any time extension as provided in Article 1.30-5.

Failure of Contractor to comply with Article 1.30-5, as to any particular event of delay will be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

1.30-5 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles 1.30-3 and 1.30-4 of the Contract and the request(s) have been denied or the Contractor does not agree with the decision of the Town.

Any claim for a change in the Contract time for completion of any Work, the Contract Term, or Contract price must be made by written notice by Contractor to the Town representatives identified in Article 1.27 within the timeframe established in Article 1.30-4, effective with the commencement of the event giving rise to the claim stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation must be provided unless the Procurement Manager allows an additional period of time to ascertain more accurate data in support of the claim. The written notice must be accompanied by Contractor's written notarized statement that the adjustment(s) claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims and disputes will be determined in accordance with the

Contract. It is expressly and specifically agreed that any and all claims for changes to the Contract will be waived if not submitted in strict accordance with the requirements of this Article.

The Town may require the Contractor to submit its claim utilizing a specific format or forms to facilitate the Town's evaluation of the claim. The Town at its sole discretion may require that additional documentation or information be provided by the Contractor to assist in its review and evaluation of the claim.

The Contract time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made as provided in this Article. Such delays include, but are not be limited to, acts or neglect by any separate contractor employed by Town, fires, floods, labor disputes beyond the control of the Contractor, epidemics, abnormal weather conditions (if applicable), or acts of God.

The Contractor will not be entitled to an increase in the Contract price or payment or compensation of any kind from the Town for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be it reasonable or unreasonable, foreseeable or unforeseeable, avoidable or unavoidable. Contractor will only be entitled to an extension of the Contract Time for completion of the Work, as the sole and exclusive remedy for such resulting excusable delay.

The Contractor agrees to make no claim for damages for delay of any kind in the performance of the Contract Documents whether occasioned by any act or omission of the Town or any of its representatives and the Contractor agrees that any such claim will be compensated solely by an extension of time to complete performance of the Work due to an Excusable Delay as defined in Articles 1.30-3, and Article 1.30-4. The Contractor alone specifically assumes the risk of such delays, including, without limitation: delays in processing or approving any submittals to the Town or by the Town, or the failure to render determinations, approvals, replies, inspections, in a timely manner. Contractor will not receive monetary compensation for Town delay(s).

Failure of Contractor to comply with this Article as to any particular event of claim will be deemed conclusively to constitute a waiver of any and all claims resulting from that particular event.

1.30-6 DISPUTES AND MEDIATION

In an effort to avoid litigation when possible, the Town and Contractor understand and agree that all disputes based upon an alleged violation of the terms of this Contract by the Town shall be submitted for resolution in the manner prescribed in this Article.

Initial effort(s) should be made by the Contractor to resolve any issues with the Town representative(s) it works with in the coordination and performance of the Work.

Should the initial efforts at resolution not end in a mutual resolution then the Contractor will notify the Town's Procurement Manager in writing of the claim or dispute.

The Contractor shall submit its dispute in writing, with all supporting documentation, to the Procurement Manager. Upon receipt of said notification the Procurement Manager shall review the issues relative to the claim or dispute and issue a written finding.

Should the Contractor and the Procurement Manager fail to resolve the claim or dispute the Contractor shall appeal the Procurement Manager's written finding to the Town Manager within five (5) calendar days of receiving notice of the written finding. Failure to submit such appeal in

the stated timeframe of the written finding shall constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager shall review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Contractor being entitled to seek judicial relief in connection therewith. Should the Contractor be entitled to compensation hereunder, the Town Manager's decision may be subject to approval by the Town Council. Contractor shall not be entitled to seek judicial relief unless:

- i. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
- ii. a period of sixty (60) days has expired after submitting to the Town Manager a detailed statement of the dispute, accompanied by all supporting documentation, or a period of (90) days has expired where Town Manager's decision is subject to Town Council for approval; or
- iii. Town has waived compliance with the procedure set forth in this Article by written instrument(s) signed by the Town Manager.

In the event the determination of a dispute under this Article is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within fourteen (14) calendar days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract price or Contract time adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within sixty (60) calendar days after completion of the Work or expiration of the Contract Term, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. A certified Mediator, who the parties find mutually acceptable, will conduct any mediation proceedings in Miami-Dade County, State of Florida. The costs of a certified Mediator shall be shared on a 50/50 basis. Should claim or dispute not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Article.

1.30-7 CONTINUING THE WORK

Contractor must continue to perform all Work under the Contract Documents during all disputes or disagreements with Town, including disputes or disagreements concerning a request for a Change Order and no Work must not be delayed or postponed pending resolution of any disputes or disagreements.

1.30-8 FRAUD AND MISREPRESENTATION

The Town may terminate this Contract or any other contracts with the Town with any person, individual, corporation, entity, or affiliate that attempts to meet its contractual obligations with the Town through fraud, misrepresentation or material misstatement. Such person, individual, corporation, entity, or affiliate will be responsible for all direct or indirect costs associated with termination or cancellation.

1.30-9 STOP WORK ORDER

The Town may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the Work for a period of up to ninety (90) days (or any lesser period), commencing

no sooner than the date the order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order will be specifically identified as a "Stop Work Order" issued pursuant to this paragraph. Within the period of ninety (90) days (or the lesser period specified) after a Stop Work Order is delivered to the Contractor, or within any extension to which the parties have agreed the Town will either:

1. Cancel the Stop Work Order; or
2. Terminate the Work covered by such order as provided in Article 1.30-3, Termination for Convenience.

If a Stop Work Order issued under this Article is canceled or the period of the order or any extension thereof expires, the Contractor must resume the Work without compensation to the Contractor for such suspension other than extending the time to complete any Work under the Contract or extending the Contract Term to the extent that, in the opinion of the Program Manager, the Contractor may have been delayed by such suspension. In the event the Project Manager determines that the suspension of Work was necessary due to Contractor's defective or incorrect Work, unsafe Work conditions caused by the Contractor, or any other reason caused by Contractor's fault or omission, the Contractor will not be entitled to an extension of time or Contract Term or (Time) as a result of the issuance of a Stop Work Order.

Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Town has directed such suspension, will entitle the Contractor to additional Contract time as non-compensable, Excusable Delay, and will not give rise to a claim for compensable delay.

1.30-10 MATERIALITY AND WAIVER OF BREACH

Town and Contractor agree that each requirement, duty, and obligation set forth in the Contract Documents is substantial and important to the formation of the Contract Documents and, therefore, is a material term hereof. The Town's failure to enforce any provision of the Contract Documents will not be deemed a waiver of such provision or modification of the Contract Documents. A waiver of any breach of a provision of the Contract Documents will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of the Contract Documents.

1.30-11 TIME IN WHICH TO BRING ACTION AGAINST THE TOWN

In the event the Contractor may be deemed to have a cause of action against the Town, no action will lie or be maintained by the Contractor against the Town upon any claim arising out of or based upon the Contract Documents by reason of any act or omission or requirement of the Town or its agents, unless such action is commenced within six (6) months after the date of issuance of a final payment under the Contract, or if the Contract is terminated under the provisions of the Contract, unless such action is commenced within six (6) months after the date of such termination by the Town.

1.30-12 CONTRACT EXTENSION

The Town reserves the right to extend the Contract for up to ninety (90) calendar days beyond the original Contract period, inclusive of any Options to Renew exercised by the Town. In such event, the Town will notify the Contractor in writing of such extensions.

1.31 EARLY TERMINATION & DEFAULT

1.31-1 SET-OFFS, WITHHOLDING, AND DEDUCTIONS

The Town may set-off, deduct or withhold from any payment due the Contractor, such sums as may be specifically allowed in the Contract or by applicable law including, without limitation, the following:

1. Any amount of any claim by a third party;
2. Any Liquidated Damages, and/or;
3. Any unpaid legally enforceable debt owed by the Contractor to the Town.

The Town will notify the Contractor in writing of any such withholdings.

Any withholding, which is ultimately held to have been wrongful, will be paid to the Contractor in accordance with the Local Government Prompt Payment Act

1.31-2 CONTRACTOR DEFAULT

a. Event of Default

An event of default means a breach of the Contract by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, includes but is not limited to, the following:

1. The Contractor has not performed the Work in a timely manner;
2. The Contractor has refused or failed to supply properly skilled staff or provided sufficient quantities of staff to perform the Work;
3. The Contractor has failed to make prompt payment to Subcontractors or suppliers for any services, materials, or supplies provided to Contractor;
4. The Contractor has become insolvent or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
5. The Contractor has failed to obtain the approval of the Town where required by the Contract Documents;
6. The Contractor has failed in the representation of any warranties stated herein;
7. When, in the opinion of the Town, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work.

b. Notice of Default – Opportunity to Cure

Where an Event of Default ("Default") occurs under the Contract, the Town may at its sole discretion notify the Contractor, specifying the basis for such Default, and advising the Contractor that such Default must be cured within a time frame specified by the Town; or, the Contract with the Town may be terminated. The Town is under no obligation to issue such notification. The Town may grant an extension to the cure period if the Town deems it appropriate and in the best interest of the Town, without waiver of any of the Town's rights hereunder. The Town, at its sole discretion, may have a default corrected by its own forces or another contractor and any such costs incurred will be deducted from any sums due the Contractor under any contract with the Town.

The Town Manager or designee may also suspend any payment or part thereof or order a Work stoppage until such time as the issue(s) concerning compliance are resolved.

c. *Termination for Default*

Where a Default is not cured within the time specified to cure the Default, the Town Manager in addition to all remedies available by law, may immediately, upon written notice to Contractor, terminate this Contract. Contractor understands and agrees that termination of this Contract under this Article will not release Contractor from any obligation accruing prior to the effective date of termination.

In the event of termination by the Town Manager or designee, the Town Manager or designee may immediately take possession of all applicable documentation and data, material, equipment, and supplies to which it is entitled to under the Contract or by law.

Where the Town erroneously terminates the Contract for default, the terminations will be converted to a Termination for Convenience, and the Contractor will have no further recourse of any nature for wrongful termination.

1.31-3 TERMINATION FOR CONVENIENCE

In addition to cancellation or termination as otherwise provided for in the Contract, the Town may at any time, in its sole discretion, with or without cause, terminate the Contract by written notice to the Contractor. Such Written Notice will state the date upon which Contractor must cease all Work under the Contract, and if applicable vacate the Project(s) site(s).

Upon receipt of such notice, unless otherwise directed by the Town, the Contractor must Stop all Work on the date specified in the notice ("the Effective Date");

1. Take such action as may be necessary for the protection and preservation of the Town's materials and property;
2. Cancel all cancelable orders for materials and equipment;
3. Remove all materials, supplies or equipment that may be used by the Contractor on other work;
4. Assign to the Town and deliver to the Town, at a site(s) specified by the Town, any non-cancelable orders for materials and equipment that can not otherwise be used by the Contractor on other work;
5. Take no action that will increase the amounts payable by the Town under the Contract Documents; and take reasonable measures to mitigate the Town's liability under the Contract Documents; and
6. All documents, including electronic documents, related to Work authorized under the Contract, whether finished or not, must be turned over to the Town. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Contractor until all documentation is delivered to the Town.

In the event that the Town exercises its right to terminate the Contract pursuant to the Contract Documents, the Town will pay the Contractor for the actual cost, or the fair and reasonable value, as substantiated by invoice documentation, of any non-cancelable material(s) and equipment that cannot be used elsewhere by the Contractor in the performance of its work.

In no event, will any payments under this Paragraph exceed the maximum cost set forth in the Contract and the amount due hereunder may be offset by payments made to the Contractor or

any claims made against the Contractor. Contractor will not be entitled to lost profits, overhead or consequential damages as a result of a Termination for Convenience.

1.31-4 REMEDIES AVAILABLE TO THE TOWN

The Town may avail itself of each and every remedy stated in the Contract Documents or existing at law or in equity. The exercise or the beginning of the exercise, of one remedy will not be deemed a waiver of the right to exercise, at the same time or thereafter, of any other remedy.

1.31-5 FUNDS AVAILABILITY

Funding for this Contract is contingent on the availability of funds and the Contract is subject to amendment or termination due to lack of funds, reduction of funds and/or change in regulations, upon thirty (30) days notice.

1.32 EXECUTION IN COUNTERPARTS

This Agreement, and any amendment hereto, may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic transmission shall be effective as delivery of an original executed counterpart of this Agreement.

END OF SECTION

SECTION 2. SPECIAL TERMS & CONDITIONS

2.01 PERFORMANCE BASED CONTRACTING OVERVIEW

The award(s) made under this RFP will be a Performance Based Contract(s), meaning that the RFP and resulting contract include specific quality standards based on measurable outcomes of the services rendered rather than direct performance processes, methods, and procedures. Section 3 of the Contract, Performance Work Standards (“PWS”), are used to describe the Scope of Services to be performed and the minimum quality levels to be met by the Contractor. It places the responsibility for how the PWS are accomplished on the Contractor. However, the PWS may in some instance contain specific requirements as to what can or cannot be done to meet the minimum quality levels of the PWS.

This enables the Contractor to deliver the required Services by following its own best practices. The primary focus is on the end results, thereby allowing the Contractor flexibility to adjust its processes, as necessary, during the Contract term, in ways that are predicated on continuing to provide the service at or above the minimum quality levels established in the PWS.

2.02 SCOPE OF SERVICES

The Contractor must provide all personnel, equipment, tools, supervision, and other items and services both necessary and incidental to ensure that ground maintenance services, and custodial services as applicable, are performed at the Miami Lakes Optimist Park and Royal Oaks Park in a manner that will maintain green spaces with healthy Turf, shrubs, and plants and present a clean, neat, and professional appearance in all outdoor and indoor areas. The Work includes, but is not limited to, maintenance and repair of grounds, landscaping, irrigation systems, tree water sprout removal up to 8 ft. high, shrub pruning, planting, fertilization, clean-up of litter and debris inclusive of leaves, landscaping operations, changing exterior trash liners and dog waste receptacles and other related services as required to provide comprehensive grounds maintenance services in accordance with the minimum quality levels established in the PWS.

In addition, the Work includes facility set-up and breakdown for ongoing programs at the Park facilities according to Town provided diagrams for scheduled activities, and special events. This shall also include the setting up and breakdown of miscellaneous items needed for programs such as soccer goals, corner flags, baseball/softball bases and pitching rubbers, temporary fencing, rope, installation of netting (batting cages, hit down areas, basketball hoop, soccer goal, tennis court), and furniture according to Town provided schedules of activities and special events.

The Contractor shall be fully responsible for providing customer services, quality control and all other services necessary to perform the Work. The Contractor shall maintain a presence at each property and provide supervision during park operating hours. Unless otherwise specified, the Contractor shall determine how often the Work is performed, how much labor is needed to perform the tasks, what methods will be used to complete the Work, and which supplies, materials and equipment are needed. The Services provided shall meet or exceed the minimum quality levels established in the PWS.

Evaluations of the Contractor’s Work shall be based on the performance standards established in the PWS and inspected in accordance with the Town’s Quality Assurance Surveillance Plan (“QASP”). A Performance Requirement Summary Table has been included in Exhibit B to provide an overview of the PWS, as well as provide an easy reference to portions of the Contract.

2.03 CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and must remain in effect for a term of thirty-six (36) months from the date of execution unless extended in accordance with Subsection Contract Term Extension Incentive below. In no event must the Contract remain effective for longer than sixty (60) months from the date of execution. No Work must commence until a written Notice to Proceed is issued.

2.03-1 CONTRACT TERM EXTENSION INCENTIVE

As an incentive to fully meet Town service expectations, the Contractor shall be granted a one (1) month extension of the Contract term, beyond thirty-six (36) months, for each month that the Contractor meets all the PWS established in the Contract. The Contract Term Extension Incentive provision will become effective six (6) months from the commencement of the Work.

Each extension must be issued through the Change Order process in accordance with the terms of this Contract. This provision may extend the term of the Contract up to a maximum term of sixty (60) months. In no event shall the incentive provision extend the Contract beyond the sixty (60) month maximum term.

2.04 ADDITIONAL SERVICES

The Town may request Contractor to perform Additional Services for which prices are not established in the Contract. In such circumstances, the Town will provide a written request to the Contractor that will include the work to be performed and the information to be provided by the Contractor. Contractor will provide the Program Manager with a work order proposal ("Work Order Proposal") for review. Upon acceptance of the Work Order Proposal, which may be revised through negotiations, the Program Manager must issue a Work Order for the Contractor to perform the additional Work.

Additional Services may be utilized for grounds maintenance services not covered as Basic or Supplemental Services, such as planting additional and/or transplanting flowers, additional watering, leaf pick-up, soil amendments, grading and leveling of grounds, shrubs, hedges, replacement of flowers damaged by a third party, and janitorial services for Town facilities. These services will be requested in writing in accordance with the procedures set forth in Section 2.05, Work Orders, below.

2.05 WORK ORDERS

The Town must issue a Work Order for all Additional Services to be performed by the Contractor. Upon receipt of a request for additional Work from the Program Manager, the Contractor must prepare a Work Order Proposal. Work Order Proposals must use a time and materials basis unless otherwise approved by the Program Manager. The Work Order Proposal must include the following:

- A detailed description of the work to be performed, and if required, the method(s) to be used in performing the work;
- Information on materials to be used including any mark-up details and MSDS data sheets;
- Number of hours, hourly rate, and total cost per classification of personnel to be used based on the hourly rates contained in the Contract. Should a classification or hourly rate not exist, the additions must be subject to the approval of the Program Manager, and the classification or hourly rate will be added to the Contract through a Change Order;
- Timeframe for completion of the work from the issuance of a Notice to Proceed by the Town; and

- Description and cost of any specialized equipment to be used for the work. (Such cost is only permissible where the Contractor must rent the equipment. Cost will be reimbursed at actual cost to the Contractor.)

2.06 CONTRACT SURVEILLANCE

The Town will execute a Quality Assurance Surveillance Plan ("QASP") outlining the surveillance techniques, resident input, and levels of inspection deemed appropriate to assure Contract compliance. The most current QASP is incorporated into the Contract Documents by reference as though fully set forth herein. The Town may change surveillance methods or levels of inspection at any time.

If Non-Compliant Work is identified, through random or unannounced inspections, or any other circumstance in which the Town becomes aware of Non-Compliant Work, the Contractor will be notified in writing within two (2) business days and provided a copy of the inspection report. Where possible, Contractor must correct all Non-Compliant Work within two (2) business days, during which time the Contractor must not be assessed any payment reduction. Failure to correct the Non-Compliant Work must result in the Town assessing a payment reduction for each day the Non-Compliant Work remains out of compliance with the PWS. The payment reduction will be assessed against the Contractor's monthly invoice, accruing from the date of notification of the Non-Compliant Work through issuance of a notification of compliance, excluding those instances where the Town has provided a grace period for the Contractor to correct the Work and the Contractor has corrected the Work within the grace period.

In addition to random or unannounced inspections, the Town will conduct planned inspections within the first 15 days of each month, which will be conducted prior to the Contractor submitting its monthly invoice. The Town may provide the Contractor an opportunity to correct any Non-Compliant Work or the Town will assess a payment reduction for the Unsatisfactory Work.

When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified per the procedure set forth above and the Town will conduct a subsequent inspection to ensure compliance. The Town will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. The Town must assess a payment reduction of \$250.00 to cover the administrative expenses associated with each re-inspection effort regardless of time period; such reduction will be in addition to other payment reductions that may apply per the Contract. The Contractor will be assessed the administrative fee in accordance with the Payment Reduction provisions of the appropriate PWS.

2.07 UNSATISFACTORY WORK

Contractor must be notified in writing by the Program Manager of all Unsatisfactory Work. Where possible, the Program Manager will provide the Contractor an opportunity to correct all such Work prior to the assessment of any payment reduction, if such Work is brought into compliance with the Performance Standards within two (2) business days of notification. Should the Contractor bring the Work into compliance within this timeframe, no payment reduction will be assessed other than the \$250.00 reduction to cover the Town's administrative costs.

2.08 WARRANTY

Contractor warrants that all Work will be performed in accordance with the requirements of the Contract Documents. Where the Town determines that the Work has not been performed in accordance with the requirements of the Contract, the Contractor must correct the Work at no cost to the Town and/or the Town may reduce payments in accordance with the applicable Payment Reduction provisions of the PWS.

2.09 RESTRICTION ON PARKING

Where parking areas must be blocked off to perform the Work, the Contractor can post “No Parking” notices or similar signs twenty-four (24) hours in advance of the Work. Barricades may also be used to block the spaces the day before the Work is to be performed.

2.10 TRAINING

Contractor must provide all required training to its employees performing Work under this Contract. Employees must be provided training commensurate with the Work they will be performing. At a minimum, employees should receive the following training:

- Training on all tools used in the Work
- Work practices
- OSHA safety procedures and equipment

Contractor must provide proof of training of the workers who will perform Work upon the request of the Program Manager. Where the Contractor replaces or adds workers to perform Work, the Contractor must provide proof of training prior to the worker performing any Work. The Program Manager may direct the Contractor to remove any worker for whom the training documentation has not been provided.

2.11 REIMBURSEABLE EXPENSES

Copies of receipts for all materials purchased for the Work. All reimbursable expenses must receive prior written approval from the Program Manager before the expense is incurred. Reimbursable expenses must only apply to additional work issued under Articles 2.05, Work Orders and for permits issued for M.O.T. Reimbursable expenses must not be reimbursed to the Contractor without evidence that the requested reimbursement amount does not exceed the direct cost to the Contractor.

END OF SECTION

SECTION 3. PERFORMANCE WORK STANDARDS

3.01 DESCRIPTION OF SERVICES

3.01-1 MOWING

Properly maintained grass and vegetation provides a pleasing appearance and proper ground cover for athletic turf/recreational areas are essential elements of a healthy community. More vitally, it presents less chance of defects and potential safety problems, including a reduction in possible injuries during recreational activities, as a result of improperly maintained turf and athletic fields.

All Turf must remain at a uniform height. Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting. If this occurs, the Contractor may be asked to re-cut the area(s), as determined by the Program Manager, at no additional cost to the Town.

Contractor must address leaves on the ground at the time of mowing and the associated cost must be included in the cost of mowing.

Contractors must be responsible for the removal of water-sprouts/suckers growing from trees in areas where ground maintenance is being conducted, up to the height of 8 feet.

The Contractor's M&S Plan must include the grass cutting and mowing schedule, including the minimum number of mowing cuts required by the PWS.

The standards for mowing are:

- a. Turf must be cut on approximately 23 acres of Turf located in the Town's Miami Lakes Optimist Park and 18 acres of Turf located at Royal Oaks Park as indicated in Exhibit A.
- b. Contractor must perform a minimum of 104 cuts per year for all Bermuda and Seashore Paspalum turf areas, 36 cuts per year for all St. Augustine turf areas, and 42 cuts per year at all Bahia grass areas, which will be compensated in accordance with the prices contained in the Price Proposal. Any additional cuts required to meet the Performance Standards must be performed at no additional cost to the Town.
- c. The common types of turf varieties found in the parks are Bermuda, Seashore Paspalum, St. Augustine and Bahia grass. The heights established below will promote a healthy Turf and will provide for a neat and professional appearance. All Turf areas must look well-manicured at all times. The ranges for the Turf, which vary by season are:
 - i. **Winter Months (Oct 31 – Apr. 30th) –**
 - Bahia grass/St. Augustine – 4" to 5"
 - Bermuda/Seashore Paspalum – 1.5" to 2"
 - ii. **Summer Months (May 1st – Oct 31) –**
 - Bahia grass/St. Augustine – 3" to 4.5"
 - Bermuda/Seashore Paspalum – 1" to 1.5"
- d. There must never be visible rows or clumps of Turf clippings allowed to remain on Turf areas that have been cut. Grass clippings may be mulched to remove clumping or reduce visibility, or the clippings must be removed from the site. No Turf clippings or trimming

must be left in any of the flower beds, mulched areas, or paved areas. Sidewalks and other paved areas must be swept or vacuumed free of any resulting dirt and debris.

- e. Turf must be free of bare ground, which is defined as any single area of five (5) square feet without vegetation. During performance of the Work, Contractor must identify areas that are becoming bare and report such findings to the Program Manager in writing upon identification. Bare grass areas must be restored, and reseeded or re-sodded and soil conditions improved at no cost to the Town. All stones and rubbish that appear on the surfaces must be removed. The areas must be seeded after grading and sufficiently watered to promote growth. Areas damaged by disease, vehicular traffic, removal of vegetation, erosion or construction, must be restored and reseeded as approved by the Program Manager to match the existing Turf. The type of grass seed to be used is to be based upon the amount of shade and soil as analyzed by approved testing methods. The Contractor must perform soil testing and sampling at the Program Manager's request, which must be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the responsibility of the Contractor.
- f. Slope Turf height must not exceed the heights and bare area requirements established above, excluding seed stalks allowed to remain by the Program Manager.
- g. Vendor must have the capability to provide fraze mowing at intervals requested by the Town to provide optimum turf health and reduce the need for re-sodding.

3.01-2 EDGING

- a. Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the Parks must be edged concurrently (same day) with each mowing cycle. Edging height must match surrounding area Turf heights and must be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting. All sidewalks, driveways, street edges, curbs, and other paved areas must be edged to maintain a clear zone immediately adjacent to paved surfaces and to provide uniform edge lines. In addition, the following edging standards have been established:
 - Edging must be performed at the same time as mowing and must be cut to the same height standards established for Turf Mowing Heights.
 - No vegetation or debris may encroach onto the curb or sidewalk for more than 3" for more than 10 continuous feet.
 - No deviation of soil height of more than 4" above or 2" below the top of curb or sidewalk, may exist for more than 10 continuous feet.
 - No vegetation may encroach more than 3" over the curb or sidewalk for more than 10 continuous feet.
 - No grass, vegetation, or debris may encroach within 3" onto a bike path for more than 10 continuous feet.
 - No encroachment of vegetation more than 3" over mulch on trees and landscape beds.
- b. This Work involves approximately 45,227 linear feet of sidewalks, driveways, and curbs at Miami Lakes Optimist Park and 47,216 linear feet of sidewalks, driveways, and curbs at Royal Oaks Park.

- c. Edging may be accomplished by mechanical (cutting or trimming by machine) and/or chemical control. The use of any chemicals must be subject to the approval of the Program Manager in accordance with the requirements of the Contract Documents.
- d. The contractor is to ensure that proper attention is given where tree roots are in close proximity to curbs and sidewalks. Extreme care must be exercised to prevent damage to concrete during the edging process.

3.01-3 LINE TRIMMING

Turf must be line trimmed, using line trimming or other standard industry practices or sprayed in a manner that does not leave dead or dying grass in areas around trees, shrubs, buildings, fences, light poles, sign posts, fire hydrants, picnic tables, benches, parking lot bumper blocks, boulders, or other fixed obstacles. Line Trimming must be performed concurrently (same day) as Turf mowing. Trimming height must match surrounding area Turf heights. This task must be completed for all areas within the Parks abutting sidewalks, landscaping, trees or other such areas that require line trimming. All areas must be trimmed concurrent with mowing. Trimming around trees should be done so as to leave a neat tree ring appearance. Trees or shrubs damaged as a result of line trimming must be replaced or repaired by the Contractor. If vegetation should die or become unhealthy due to line trimming damage, the Contractor will be responsible for repairing or replacing the damaged vegetation with vegetation of the same size and type. Vegetation replacement must occur within fifteen (15) days of noticed damage.

Repair or replacement required as result of the Contractors Work must be completed by Contractor at no cost to the Town.

Trimming must be done in such a way as to avoid damaging the trunk, bark, or roots of trees and shrubs. All cuttings must be removed after trimming.

3.01-4 LANDSCAPING

All Landscaping must be maintained in a healthy, neat, and attractive condition and must be maintained in accordance with the American Society of Landscape Architect's standards.

There is an estimated 2,005 linear feet of Landscaping at Miami Lakes Optimist Park and 4,908 linear feet at Royal Oaks Parks (inclusive of Butterfly Garden).

Contractor must fertilize, water (as necessary), trim, mow, eliminate weeds, add or replace mulch around all landscaping and flower beds located within the Parks, and repair or replace damaged or dead Landscaping. Dying or dead shrubs, hedges, plants and flowers must be replaced at no cost to the Town unless the condition of the landscaping is due to an outside third party, force majeure, or directly by the Town's representatives. Examples include damage due to vehicular accidents, third party pruning, hurricanes, etc.

Shrubs must be pruned to enhance their beauty and health and to maintain their natural growth characteristics, including height and shape.

The Contractor must maintain existing flowerbeds. Regular maintenance includes weeding, fertilization, and watering as necessary during dry periods. Grass and weeds must not be permitted to grow above the flower beds; and all flowers must be kept trimmed from curbs, sidewalks, streets and/or parking areas.

Contractor must maintain at least two inches (2") of mulch around all trees, landscaping and flower beds, which must extend two feet (2') from the base of the landscaping. Contractor must

replace the mulch twice per year as part of the M&S Plan. The annual replacement of mulch must be compensated in accordance with the cost(s) established in the Contract. The Program Manager must have the discretion to postpone or eliminate a replacement cycle(s).

3.01-5 WEED CONTROL

The Contractor must perform weed control to prevent the encroachment of weeds into established Turf and Landscaping, including grass areas, around trees, shrubs, hedges, flower beds, sidewalks, fencing, paved areas, gutters, drains, concrete areas, etc.

- a. Landscaping, including all Flower beds, must receive weed control to eliminate unsightly and/or noxious weeds. All flowerbeds are to be maintained free of weeds and grass.
- b. All ditch lines must be line trimmed and weeded to prevent tall weeds or grass from showing above ditch. The Contractor must trim and/or mow as far over the edge of the ditch line as possible to prevent this occurrence.
- c. Weed control must be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, jogging path, curbs, parking lots, fences, in expansion joints, etc. At no time must there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences.
- d. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- e. All vines growing along or on fences must be removed unless the Program Manager directs in writing that they are to remain in a specific area.
- f. Turf must be free of the following, or similar, undesired vegetation alone or in combination and as further identified in the IFAS Extension Book "Weeds of Southern Turfgrasses" from the University of Florida:
 1. Annual, Purple, and Yellow Sedge
 2. Broomsedge
 3. Castor Bean
 4. Cogon grass
 5. Crowsfoot
 6. Dogfennel
 7. Goosegrass
 8. Johnsongrass
 9. Maiden Cane
 10. Ragweed
 11. Rhodesgrass
 12. Sandspur
 13. Spanish Needle
 14. Tropical Soda Apple
 15. Vaseygrass
 16. White Clover
 17. Dollarweed
 18. Florida Pusley, Largeflower Pusley

3.01-6 LITTER/DEBRIS REMOVAL

Litter removal from the Parks is performed for aesthetic and safety reasons. It is desired to present a pleasing appearance and environment to the patrons of our parks as well as to motoring and pedestrian traffic within the Town, but it is more important to provide safety. Litter in the Parks is to be removed prior to mowing or edging in order to reduce the possibility of hazards to those using the Parks, the motorists, pedestrians, and the equipment operators.

The Contractor must perform litter and debris removal in all areas where Work is performed. Contractor's responsibilities include, but are not limited to, the removal and disposal of all natural debris, (tree limbs, leaves, fallen trees, dry brush, dead animals, etc.), and man-made debris (tires, tire pieces, lumber, building materials, furniture, household items, vehicle parts, metal junk, packaging materials, campaign/advertising or other signs and postings, etc.). Leaves must be removed from all Turf areas, gutters, sidewalks, pathways, and paved areas.

Contractor must sweep all driveways, parking areas and sidewalks where Turf cuttings and trimmings are evident as well as any dirt or stones resulting from the Work and remove the trimmings, dirt, and stones from the premises.

Contractor must properly dispose of all litter and debris at off-site locations in accordance with existing local, state, and federal regulations. Town dumpsters or other containers are not to be used for disposal of any litter, debris or Turf trimmings.

Contractor must notify the Program Manager of any debris or any other situation(s) that create a Hazardous Condition. Failure to report a Hazardous Condition must result in a reduction in payment in accordance with Article 3.08, Payment Reduction.

3.01-7 IRRIGATION SYSTEM MAINTENANCE

The Contractor must be responsible for the complete management, operation and maintenance of all irrigation systems. Exhibit H indicates the location of irrigation systems.

Within thirty (30) days of Contract execution, the Contractor must complete an assessment to determine what repairs are required at each Project Site to bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by Project Site of the repair work required and the cost of repair.

Contractor will be responsible for each Irrigation System once it is fully operational. The Contractor must ensure that the Irrigation Systems are maintained in good working order and in operating condition at all times. Contractor will be reimbursed for the purchase of materials only, at actual cost to the Contractor, without mark up, to maintain the Irrigation System except where the repair or replacement results from damage caused by the Contractor. Any damages resulting from accidents, vandalism, or an Act of God are reimbursable to the Contractor on a materials basis only. Under no circumstances will the Town will reimburse Contractor for mark-up on material cost.

Contractor is required to submit a monthly wet-check report to the Program Manager to ensure the proper coverage is being achieved and must utilize this wet-check report to propose necessary repairs.

3.01-8 IRRIGATION

All improved and existing areas must receive sufficient amounts of water to Flower beds, Turf and Landscaping, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.

3.01-9 PEST IDENTIFICATION & CONTROL

The Contractor must provide two (2) blanket applications of insecticide/mole cricket control (Chipco Choice variety preferred with fire ant control) in granular form for all turf areas on an annual basis. Contractor must provide the Program Manager with a list of all pesticides, including an MSDS data sheet for each pesticide, to be used for Work under this contract within ten (10) days of contract execution.

While Contractor does not have the responsibility for the control of disease(s) outside the blanket applications described above, during performance of the Work, Contractor must identify any disease(s) and/or pest infestation(s) and report such findings to the Program Manager in writing. The Project Manager may request that the Contractor develop a disease or pest management plan ("DPMP") for approval. The DPMP, if necessary, will require the approval of the Program Manager. The Contractor's DPMP must establish the strategy and methods for performing the work in a safe, effective, and environmentally sound manner. If the Program Manager authorizes the Contractor to implement the DPMP, it will be done through a Work Order and must be considered an Additional Service.

Contractor must only use those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder. Any treatment that may damage any portion of grounds must be performed in accordance with federal and state regulations. Any pesticides must be applied by Florida licensed and certified personnel.

Should the Contractor fail to report any disease(s) of pest infestation(s) that result in damage to the Park or Roadway areas under the responsibility of the Contractor, the Contractor must replace or repair such damage, including but not limited to; re-sodding of areas, replacement of shrubs or bushes, etc.

3.01-10 FERTILIZING

The Contractor shall perform an effective commercial fertilizer program that shall include fertilizing four times (4x) per year for St. Augustine/Bahia grass and twelve times (12x) per year for Bermuda grass and Seashore Paspalum turf areas. Fertilizers must be approved in advance by the Program Manager and shall be applied in accordance with the manufacturer's instructions. Contractor must erect any signage required by the manufacturer's instructions or other applicable law. The type and amount of fertilizer applied shall be based on results of soil test(s). Soil test(s) shall be conducted by a college or university with a specialty in land management or a commercial soil laboratory; such tests are the full responsibility of the Contractor. Soil test(s) must be scheduled with and conducted in the presence of the Program Manager.

Contractor must notify the Program Manager one (1) week in advance of fertilizing so that the Program Manager can make any necessary changes to Town operations or activities.

Contractor must maintain records of all fertilizer usage on a Contractor provided form. This form must be filled out as fertilizing operations are performed, and all entries must be available for inspection upon request from the Program Manager.

Contractor must apply the scheduled fertilizing in accordance with the M&S Plan. The Contractor must be compensated in accordance with the prices established in the Contract, after the Program Manager accepts the fertilizing Work. The Program Manager, in consultation with the Contractor, may postpone or cancel a scheduled application of fertilizer. The Town must only pay the

Contractor when the fertilizer is applied. The forms documenting the application must be submitted with the Contractor's invoice for the same period.

Contractor may need to apply additional fertilization in some areas of the Work during the year to control weed growth and/or promote the health of the Turf. Such application(s) of fertilizer must be performed at no additional cost to the Town.

Fertilizer must be delivered in the original, unopened containers bearing the manufacturer's chemical analysis, name, trade name, trademark, and indication of conformance to state and federal laws. In lieu of containers, fertilizer may be furnished in bulk if accompanied by a certificate indicating the above information with each delivery.

3.01-11 HERBICIDES

Contractor may use selective herbicides to kill all weeds and foreign grasses in the performance of the Work. Use and application must be in strict compliance with the manufacturer's label directions.

Contractor must only utilize herbicides registered by the EPA and the Florida Department of Agriculture and Consumer Service's Bureau of Pesticides. The use and application of any pesticides must comply with Chapter 487 of the Florida Statutes and Chapter 5E-2 of the Florida Administrative Code.

The Contractor must be required to obtain the prior written approval of the Program Manager prior to the use of any pesticide(s). Any proposed changes in approved herbicide usage must be submitted for the Program Manager's approval at least five (5) working days in advance of the anticipated usage.

Contractor must maintain records of all herbicide usage on a Contractor provided form. This form must be filled out as weed control operations are performed, and all entries must be available for inspection upon request from the Program Manager.

3.01-12 ATHLETIC FIELD/TURF MAINTENANCE

All areas must be inspected on a daily basis and any large stones, ruts holes, or "bowled out" areas shall be removed and/or repaired immediately.

Contractor shall layout and paint all lines, emblems, lettering, numbering, and logos as needed for the sports, typically soccer and flag football, utilizing these fields. Field usage changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting at the direction of the Program Manager. Contractor shall be responsible for purchasing all field marking paint and field layout material. Certified marking paint shall be used for all lines, emblems, lettering, numbering and logos on turf areas, and more than one color paint may be required.

Contractor must adhere to field schedules provided. All fields must be prepared appropriately and on-time in accordance to the field schedules provided by the Program Manager, or Town's representative.

3.01-13 TOPDRESSING

Contractor must complete topdressing to all Bermuda and Seashore Paspalum turf areas twice (2x) per year; however, periodic topdressing may be required when necessary to maintain proper field level.

Topdressing material shall be a mixture similar to the profile of the soil below the turf, as determined by soil analysis. Material shall be applied to all athletic turf field areas at a ¼" depth for proper coverage.

3.01-14 AERATION, VERTICUTTING, SLICING

Core and/or deep tine aeration must be performed at all Bermuda and Seashore Paspalum turf areas at least once per month (twelve times per year) to provide proper air and water exchange for maximum growth potential and health of all turf. In areas with noticeable compaction and wear additional aerification will be required. Aeration shall result in a hole depth of 4-6 inches with average spacing of 16 holes per square foot with a. PTO driven aerator or similar preferred. Tow behind rollers for aeration cannot be utilized unless authorized by the Town in writing.

Verticutting must be performed at all Bermuda and Seashore Paspalum turf areas once a year and thatch build-up needs to be monitored and alleviated when necessary. Dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and disposed of by the Contractor.

Spiking or slicing shall be performed at all Bermuda and Seashore Paspalum turf areas once per year. Slicing should be completed at a depth of ½"-1" inch.'

3.01-15 BASEBALL/SOFTBALL FIELD MAINTENANCE (MIAMI LAKES OPTIMIST PARK ONLY)

At Miami Lakes Optimist Park, the Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks. The program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority.

Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired.

Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. Maintain a proper level of calcide or conditioner on the skinned areas at all times.

Condition clay infields with Turface or a comparable quality product approved by the Program Manager at least once a year. Conditioner shall be applied at a ¼" depth per application.

The Contractor shall install and properly align home plates, pitcher's rubbers, bases, anchors, fencing and backstops that the Town shall provide.

On game days, the Contractor shall line the fields and install equipment as needed at least one hour prior to game time. Schedules will be provided by the Town.

Skinned areas shall be lined with marble dust, and turf areas shall be lined with certified field marking paint.

3.01-16 BATTING CAGE/BULLPEN/HIT-DOWN AREA MAINTENANCE (MIAMI LAKES OPTIMIST PARK ONLY)

The Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all batting cage/bullpen/hit-down areas including but not limited to, netting, turf, and skinned areas.

Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired.

Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. Maintain a proper level of calcide or conditioner on the skinned areas at all times.

3.02 DELIVERABLES

3.02-1 MAINTENANCE & SERVICE PLAN

The Contractor must prepare two (2) Maintenance and Service Plans ("M&S") establishing programs of inspections and maintenance for meeting each the GMS and CSS of the Contract Documents. The Contractor must submit the M&S for the first twelve (12) months of the Contract term to the Program Manager(s) within fourteen (14) days of the execution of the Contract, for review and acceptance. Should the Program Manager(s) recommend or require revisions, the Contractor must make the necessary revisions and resubmit a revised M&S to the Program Manager(s) within seven (7) days. Thereafter, the Contractor must submit another M&S to the Program Manager(s) sixty (60) days prior to the start of each twelve (12) month period.

The M&S must:

- Outline the Contractor's overall strategy for providing the Services contained in the Contract Documents;
- Establish the Contractor's program of inspections and maintenance for each Contract year, to include a month to month breakdown by Task;
- Project a level of unscheduled work (including re-work);
- Document basis for the Contractor's Annual Execution Plan – i.e., the Contractor's schedule of activities and resources (labor and material) to accomplish the Contractor's service program;
- Include a budget estimate for each month;
- Provide the Contractor's standard operating procedures, emergency operating procedures, safety plan, and contingency plans, when applicable;
- Detail a communication plan, including points of contact, phone numbers, email addresses, etc., to be used by the Program Manager(s) or on-site designated Town personnel to address issues, coordination of the Town, service calls, additional work, or other needs as they arise;
- Provide Contractor's plan for responding to services calls, including those that require an immediate or 24-hour response;
- Identify any sites/areas that cannot be brought to the GMS without replacement of the Turf; and
- Identify the areas that require re-sodding to be brought to the GMS and the associated cost for completing the Work.

Once accepted, the Contractor's M&S Plan will provide the baseline for tracking the Work and expenditures against the Contract and for evaluating performance in accordance with the Contract Documents.

3.02-2 QUALITY CONTROL PLAN

Within fourteen (14) days of the execution of the Contract, the Contractor must submit a Quality Control Plan ("QCP") to the Program Manager(s) for review and acceptance. The rationale underpinning the QCP is that the Contractor is responsible for Quality Control. All methods, procedures, and forms must support this rationale. The QCP must clearly identify how the Contractor will monitor its own Work to ensure that the Work is performed and meets the GMS established in the Contract. The QCP must provide for the inspection and assessment of the

quality and progress of the Work at each park where Work is being performed. The QCP must be designed to keep the Contractor's management and the Town informed of all issues affecting quality, to include timely and effective corrective action for all deficiencies. These inspections must be in addition to the requirement for daily supervision. The QCP records must, in part, consist of checklists of inspections and must indicate the nature, frequency and number of observations made, number and type of deficiencies found, and the nature of corrective action taken as appropriate. At a minimum the QCP must address the following:

- An inspection system that is tailored to the different Tasks and Sites covered under the GMS;
- A system for identifying and correcting deficiencies in the quality of the Work before the level of performance falls below the minimum standards established in the GMS and/or Town Inspectors or the Program Manager(s) independently identify the deficiencies;
- A system to ensure that the Contractor's employees are notified of deficiencies, that the noted deficiencies are corrected (if possible), and that the employees are counseled/retrained as necessary to ensure that deficiencies do not recur;
- A system that provides the Program Manager(s) access to all Contractor documentation, reports, and files (to include any forms on which quality control inspections are documented) with respect to Contractor quality control inspections and any corrective action taken;
- If the Contractor has a corporate/home office, how it will provide Contract support, services, and controls; and
The identity of all personnel who will be performing quality control inspections by name and title, and verification that the person who actually performed the Work must not perform quality control inspections.

Where the QCP is returned by the Program Manager(s) for revisions or corrections, the Contractor must resubmit the QCP within seven (7) days of receipt from the Program Manager(s), with requested revisions or corrections. The Contractor must not implement any changes to its approved QCP prior to review and acceptance by the Program Manager(s).

The Contractor must perform quality control inspections by qualified personnel (i.e. personnel knowledgeable of all technical aspects of the Work, which would allow identification/discovery of improperly performed services) and provide documentation of the inspection results to the Program Manager(s) on a monthly basis. The documentation must be signed and dated by the inspector at the time the inspection is completed. All completed inspection reports must be submitted to the Program Manager(s).

3.02-3 WEEKLY WORK PLAN

Concurrent with the submission of the M&S, the Contractor must submit a work plan for the initial two weeks of Work. Subsequently, the Contractor must provide a Work Plan every Thursday to the Program Manager, which will reflect the Work to be performed during the next week, broken down by Site(s) and Task, and day(s) of the week the Work will be performed.

3.02-4 MONTHLY REPORT

The Contractor must furnish a monthly report ("Report") to the Program Manager no later than the fifteenth (15th) of each month that must consist of five (5) parts, broken down as follows:

Part 1

Prior month's Basic Services activities accomplished, identified by park or roadway and must include the date(s) the Work was performed.

Part 2

Prior month's Supplemental Services activities accomplished, identified by park or roadway, the date(s) the Work was performed and the cost(s) associated with the Work.

Part 3

Prior month's Re-Work activities accomplished, identified by park or roadway, the date(s) the Work was performed.

Part 4

Prior month's Additional Services activities accomplished, identified by park or roadway, the date(s) the Work was performed.

Part 5

Prior month's inspections conducted under the QCP. This Part of the Report must include the following details:

- a. Dates of inspections
- b. Name and signature of inspector
- c. Location of the inspection
- d. Work inspected
- e. Locations found to be in compliance with the Performance Standards
- f. Locations found to be non-compliant
 - i. Deficiencies found per location
 - ii. Actions taken to correct deficiencies
 - iii. Actions taken to mitigate future occurrences of the deficiencies

Part 6

Prior month's review or "wet check" of total irrigation system to ensure full coverage.

Contractor must provide Program Manager with a hard copy and/or electronic copies of all forms and documents prepared as a part of the Quality Management Plan monitoring.

3.02-5 EMERGENCY RESPONSE PLAN

The Contractor must prepare and furnish to the Program Manager for review and acceptance an Emergency Response Plan ("ERP") within thirty (30) days after execution of the Contract. The ERP must outline the Contractor's response procedures in the event of an emergency, damage, or adverse weather conditions including hurricanes, rain, or flooding. The ERP must address the Contractor's coordination procedures with the Town.

The ERP must include a provision for cooperating with the Town to furnish Contractor's forces to supplement the Town's staff in hurricane preparedness, evacuation plans, and hurricane disaster response of the disaster event within the project limits. Upon request by the Program Manager, the Contractor must include pricing for services that are typically required in response to emergency events in the ERP. In the event that services or equipment are required by the Town for emergency preparation response, such services and equipment will be deemed as Additional Services and paid for in accordance with the terms of this Contract.

3.02-6 CONTACT INFORMATION FOR PERSONNEL

The Contractor must furnish a list containing the contact information, *i.e.* name, phone number, email address, etc., for the Contractor's Program Manager and Field Supervisor to the Town's Program Manager within five (5) days of Contract execution. Additionally, the Contractor must provide a list naming all personnel that have cleared the background check required under Article 3.05-5 and will be performing services under this Contract within fourteen (14) days of Contract execution.

3.03 LABOR, EQUIPMENT & MATERIALS

The Contractor must furnish all labor, material, equipment, and supplies of the size and type customarily used for grounds maintenance, needed for the performance of the Work. All power operating equipment, trucks, lawn mowers, tractors, etc., and all hand or vehicular tools must be operated within the safety parameters as defined by the manufacturer and OSHA; and, must be carefully maintained and operated with proper safety guards and devices and with discretion when near the public and vehicular traffic.

3.04 GENERAL LABOR/SUPERVISION

The Contractor shall be fully responsible for providing customer service and quality control at both parks. The Contractor shall maintain a presence at each property and provide supervision during park operating hours.

In addition, the Work shall include general labor/miscellaneous tasks such as, but not limited to: facility set-up and breakdown for ongoing programs at the Park facilities according to Town provided diagrams for scheduled activities and special events; the setting up and breakdown of miscellaneous items needed for programs such as but not limited to, soccer goals, corner flags, baseball/softball bases and pitching rubbers, temporary fencing, rope, installation of netting (batting cages, hit down areas, basketball hoop, soccer goal, tennis court) according to Town provided schedules of activities and special events; removal of graffiti within 24 hours upon detection; minor touch-up painting; minor repairs; pressure cleaning of the marina/floating dock area, tennis courts, pavilion areas and hardscapes; wipe down and disinfect playground areas, assistance with moving items within the park property less than 25 lbs; turning on/off park lights; opening/closing the park facilities.

3.05 PERSONNEL REQUIREMENTS/QUALIFICATIONS

3.05-1 GENERAL

The Contractor must manage the total Work effort associated with the Services required to assure fully adequate and timely completion of these Services in accordance with the PWS. Such management includes, but is not limited to, planning, scheduling, report preparation, establishing and maintaining records, and quality control. All staff dedicated to Work under this Contract must be employees of Contractor. The Contractor must provide staff with the necessary management expertise to assure the performance of the required Work; and, trained and experienced field and office personnel who meet established standards to effectively perform the Services required and who exhibit capability to perform with minimum supervision. It is the Town's preference that turnover be kept to a minimum with personnel to ensure a continuity of operations through the Contract term.

3.05-2 HOURS FOR PERFORMING THE WORK

Contractor shall ensure a staff presence is maintained at Royal Oaks Park & Miami Lakes Optimist Park. Staffing levels are to be determined by the Contractor to ensure sufficient staffing is

maintained to meet the requirements of the PWS. All Work shall be performed between the hours of 7:00am and 10:00pm, Monday through Sunday. The Town shall not be liable for any overtime costs for any staff working in excess of eight (8) hours per day or forty (40) hours per week, unless otherwise approved by the Town.

3.05-3 PROGRAM MANAGER

The Program Manager must have full authority on a day-to-day basis to act on behalf of the Contractor on all matters pertaining to the performance of the Work under this Contract including authority to accept and sign for notice of deductions, inspections reports and all other correspondence on behalf of Contractor. The Program Manager must be available to discuss Contract matters and performance issues with the Program Manager during regular Town business hours and within one (1) hour during other times. This can be accomplished in person, or by telephone, as appropriate depending on the circumstances. Therefore, the Contractor must provide to the Program Manager the contact information (i.e. phone, email address, cell phone, etc.) for the Program Manager and an alternate individual, within five (5) days of execution of the Contract. The Contractor must provide an updated list no less than five (5) days of any changes of the Program Manager or contact information provided.

3.05-4 FIELD SUPERVISOR

The Contractor must provide a qualified on-site full-time working Field Supervisor to manage Contractor's personnel at the Work sites. This person (and their substitute) must have full authority to act for the Contractor on all matters relating to the daily performance of the Work at the Work site(s). The Field Supervisor must be the central point of contact in the field for the Town; and, must effectively communicate in English. The Field Supervisor must understand and be able to fulfill, completely and clearly, the Performance Standards and reporting requirements of the Contract. A résumé for the Field Supervisor must be submitted with the Contractor's deliverables and must include all contact information for the Field Supervisor (i.e. telephone, email address, cell phone, etc.). The Field Supervisor must have a minimum of three (3) years of experience as a grounds maintenance supervisor on contracts of similar size, scope, and complexity, and must remain on-site at all times while Work is being performed under the Contract. When the on-site working Field Supervisor is absent for the day or for an extended period (more than 4 hours), the Program Manager must be notified and the Contractor must appoint a qualified substitute. Within five (5) days of execution of the Contract, the Contractor must provide the Program Manager with a cellular phone number for the Field Supervisor where he/she can be reached at all times.

3.05-5 PERSONNEL QUALIFICATIONS

The Contractor must furnish sufficient competent and qualified personnel to perform all Work specified in the Contract. Contractor must perform a background check on all proposed personnel in accordance with Administrative Order 07-01 and only those individuals must be authorized to work under this Contract. The Contractor must submit to the Program Manager within fourteen (14) days of the execution of the Contract, a list of all personnel proposed to work under the Contract and who have passed the background check. The list must be updated immediately when changes occur.

3.05-6 UNIFORM/APPEARANCE

Contractor personnel located at Work sites must present a neat appearance and must wear distinct clothing bearing the Contractor's name for easy identification. All Contractor employees,

including the Field Supervisor, must wear a distinctive, neat, and freshly laundered uniform, which the Contractor must supply at no cost to the employee. The uniform color, color combination, and design shall be subject to Town approval. The following clothing types are not to be worn: tube tops, tank tops, shorts, leotards, sandals, cutoffs, multicolored pants/shorts, items in disrepair, or any other inappropriate or offensive clothing as determined by the Program Manager to be unacceptable for representing the Town. The Program Manager may request the removal of any employee not properly uniformed.

3.05-7 STANDARDS OF CONDUCT

The Contractor must maintain satisfactory standards of employee competency, conduct, appearance, and integrity, and must take such disciplinary action against his/her employees, as necessary. Each Contractor employee is expected to adhere to standards of conduct that reflect credit on themselves, their employer, the community, and the Town. Being that the Contractor will be visible at all times to the public during the performance of its duties under the Contract, the Contractor should ensure its employees continue to adhere to standards of conduct while on breaks. Contractor's employees must schedule breaks to avoid disruptions in service and ensure Contractor continues to meet staffing requirements at all times. Contractor's employees must not sleep or lay down in public view at any time during the Work. If any of Contractor's employees are found sleeping or laying down in public view by Town staff, or if such activity is reported by the public and verified by the Town, the Town may impose a performance penalty of \$250 per occurrence assessed to the Contractor.

3.05-8 ALCOHOL & CONTROLLED SUBSTANCES

Contract employees must not possess, distribute, consumer, use or cause to be used, any controlled substance or alcohol on the Work sites. Any Contractor employee under the influence of alcohol or a controlled substance must not be permitted to perform any Work under the Contract. Any Contractor or Contractor employee found to be in violation of this requirement will be permanently prohibited from performing any Work under this Contract. Actions taken under this Article must not relieve the Contractor of the obligation to provide sufficient personnel to perform adequate and timely Service as required in this Contract.

3.05-9 EMPLOYEE SAFETY REQUIREMENTS

The Contractor must require their employees to comply with the instructions pertaining to conduct, safety and health regulations forming a part of this Contract. All equipment operators must wear safety protection equipment required or recommended by the equipment manufacturer and OSHA; and, all power operating equipment, truck, hand, mechanical or vehicular tools, etc. must be operated within the safety parameters defined by OSHA. Equipment must be carefully maintained and operated with proper safety guards and devices installed and fully operational and with discretion when near pedestrians or vehicles. All employees **must wear a safety vest** when working by roads and in areas with vehicular traffic.

3.05-10 EMPLOYEE TRAINING/OPERATING OF EQUIPMENT

The Contractor must ensure that all employees have been properly trained, certified, and/or licensed to operate power equipment, power and mechanical tools, mowers, trucks, and etc., and must maintain records of all training, qualifications and certifications to be made available for the Town's review upon request. The Contractor must provide training to all employees, at the Contractor's expense, to ensure the competencies in performing tasks are met to prevent the endangerment of personnel or the public. At no time must the safeguards on lawn mower, edger,

weed eater or any other power equipment with factory installed safety measures be altered, turned off or used improperly. All safeguards must be in place and operational at all times. Employees must not be permitted to use radios, cell phones, texting devices, mp3 players, or other media devices, while operating equipment and may be subject to removal from the Work site for repeated violations. Employees are prohibited from smoking cigarettes, electronic or otherwise, during performance of the Work under this Contract.

3.06 REPAIR OF DAMAGED AREAS

Areas damaged by contractor vehicles, erosion, drought or pest(s)/disease(s) must be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas must be repaired to match the surrounding area, if damaged.

3.07 EMERGENCY & SPECIAL SERVICES

Upon notification by the Program Manager, through the issuance of a Work Order, the Contractor must perform emergency or special grounds maintenance required in areas covered under the Contract. Upon notification of an emergency, the Contractor must respond to the Program Manager within two (2) hours to meet with the Program Manager or Procurement Manager and initiate emergency services. Upon receiving direction by the Project or Procurement Manager, Contractor personnel must begin emergency work within two (2) hours. The Program Manager will notify the Contractor twenty-four (24) hours prior to the need for special services or as soon as a special services requirement is known.

3.08 PAYMENT REDUCTIONS

3.08-1 REDUCTIONS FOR NON-COMPLIANT/UNSATISFACTORY WORK

All Work is subject to inspection by the Program Manager, Inspector, or other authorized Town representative. As a result of these inspections, resident input, or any other notification of quality issues the Town may receive, Work is found to be non-compliant with the PWS, inclusive of the permissible Acceptable Quality Levels ("AQL"), the Town may reduce payments to the Contractor by an amount equal to the value of the Unsatisfactory or Non-Compliant Work. The Program Manager will determine the appropriate reduction using the procedures provided for in Article 2.06, Contract Surveillance and this Article. Reductions may be deducted from any payment due the Contractor. In the event the Contractor disagrees with the Program Manager as to any reduction, such disagreement must be subject to Article 1.30-6, Disputes and Mediation.

3.08-2 PAYMENT ADJUSTMENTS

The Program Manager will inform the Contractor, in writing, of all Non-Compliant or Unsatisfactory Work that has not been corrected within the two (2) day requirement by delivering a Notification of Adjustment that provides details, including the type(s) and dollar amount(s) of proposed reductions.

The Contractor may, within ten (10) working days of receipt of the Notification of Adjustment, present to the Program Manager a written objection to the adjustment containing specific reasons why any or all of the proposed reductions are not justified. Written objections must be supported by specific facts that justify reconsideration and/or adjustment of the reduction amount. Failure to respond to a Notification of Adjustment will be interpreted to mean that the Contractor accepts the deduction as proposed.

All or a portion of the final payment may be delayed or withheld until the Program Manager makes a final decision on any pending proposed reduction(s).

3.08-3 REDUCTIONS

Inspection sheets prepared by Town inspectors must identify Work inspected and indicate if the Work meets the Performance Standards. Any Work identified that is not performed in accordance with the Performance Standards is subject to the application of payment Reductions.

The Reduction rate for the Work will be calculated using the fixed monthly rate established in the Contract for the type(s) of Work performed.

Example of Reduction Rate Calculation:

Mowing:

Note: Where possible, the calculation should be based on an acre to acre calculation. However, where this is not possible, the acreage should be converted to square yards, with 1 acre equal to 43,560 square feet.

1. Total Work site area to be mowed is 2 acres
2. Total area/percentage not meeting Performance Standard: 0.5 acres or 25%
3. Monthly rate for mowing of Work site area inspected: \$400
4. Payment reduction for Work site: $\$400 \times 25\% = \100

Shrubs/Hedges:

Note: Can also be calculated on linear feet for continuous lengths of hedges.

1. Total Work site number of shrubs/hedges to be maintained: 30
2. Total number of hedges not meeting Performance Standard: 5
3. Total cost to maintain shrubs/hedges at Work site area: \$150
4. Cost per shrub/hedge: $\$150/30 = \5
5. Payment reduction for Work site: $\$5 \times 5 = \25

Application of Reductions

- a. The Town may assess payment reductions for any Non-Compliant or Unsatisfactory Work against any outstanding payment due the Contractor.
- b. The Town may assess a fee of \$250.00 for each re-inspection where Work is identified as Non-Compliant or Unsatisfactory Work and a re-inspection is required. Such fee is assessed as Liquidated Damages to offset the administrative costs to the Town to conduct the inspection and any necessary re-inspection.
- c. The Town may deduct \$250.00 for each QCP inspection it performs if the Contractor does not submit a QCP to the Town as Work not performed by the Contractor.
- d. The Town may retain up to 20% of any or all outstanding invoices for Work performed due to the Contractor's failure to provide any required Deliverable or Report required by the Contract Documents. The Town must release the funds upon compliance with the requirements of the Contract Documents. Should any retainage remain at the end of the Contract, the Town must retain the funds based on the Work not being performed in accordance with the Contract Documents. The Program Manager must notify the Contractor of all monies withheld under this Article.

SIGNATURE PAGE FOLLOWS

CONTRACT EXECUTION FORM

This Contract 2018-16 made this ____ day of _____ in the year ____ in an amount not to exceed \$_____ by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and _____, hereinafter called the "Contractor."

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

Attest:

TOWN OF MIAMI LAKES

By: _____
Gina Inguanzo, Town Clerk

By: _____
Alex Rey, Town Manager

Legal Sufficiency:

By: _____
Raul Gastesi, Town Attorney

Date: _____

Signed, sealed and witnessed in the presence of:

As to the Contractor:

(Contractor's Name)

By: _____

By: _____

Name: _____

Title: _____

Date: _____

(*) In the event that the Contractor is a corporation, there shall be attached the original of the corporate resolution in the form contained in this Section, of the board of the corporation, authorizing the officer who signs the Contract to do so in its behalf.

CORPORATE RESOLUTION

WHEREAS, _____, Inc. desires to enter into a contract with the Town of Miami Lakes for the purpose of performing the work described in the contract to which this resolution is attached; and

WHEREAS, the Board of Directors at a duly held corporate meeting has considered the matter in accordance with the By-Laws of the corporation;

Now, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS that the _____,
(type title of officer)

_____, is hereby authorized
(type name of officer)

and instructed to enter into a contract, in the name and on behalf of this corporation, with the Town of Miami Lakes upon the terms contained in the proposed contract to which this resolution is attached and to execute the corresponding performance bond.

DATED this _____ day of _____, 20_____.

Corporate Secretary

(Corporate Seal)

EXHIBIT A – MLOP & ROP DESCRIPTIONS & MAPS

Exhibit A

Park Descriptions

Miami Lakes Optimist Park

Miami Lakes Optimist Park is a 30 acre multi-purpose athletic park with four (4) soccer fields; two (2) football fields which also serve as seven (7) baseball diamonds (6 skinned, 1 grass infield); four (4) full court basketball courts; four (4) tennis courts; three (3) batting cages with lighting; two(2) bullpens with lighting; 2,400 square foot clubhouse building with two (2) restrooms and concession area; 600 square foot restroom building; 2,200 square foot maintenance facility; 305 parking spaces (295 regular spaces and 10 handicap spaces); perimeter fencing; lighting for fields, parking lots, and walking paths; marina/dock area; playground area; three (3) shaded picnic shelters; concrete and asphalt walkways; one 50 horsepower irrigation pump; multiple species of park grasses, trees, and plant material.

Recreation programs at MLOP are mainly provided through that certain License and Use Agreement with The Optimist Club of Miami Lakes, Inc. (the "Optimist Club"). Current recreation programs offered at the park through the Optimist Club are: fall/winter and spring youth baseball/softball program (August-May), after-school youth baseball program (year-round), youth basketball program (May-August), and youth tackle football program (August-October). The Town does enter into additional use agreements with other entities for recreation programs depending on facility/field availability.

Park hours are 7am-10pm, seven days per week, Mondays-Sundays, unless otherwise posted or directed by the Town. The hours of the Clubhouse vary depending on scheduled programming. Typical operating hours are from 7am-10pm Monday-Thursday, 7am-4pm on Fridays, and as programmed on Saturdays and Sundays.

Royal Oaks Park

Royal Oaks Park is a 21.52 acre park with four (4) soccer/football fields; 2,091 square foot restroom/concession building including a 20x13 square foot storage unit; 171 space parking lot (163 regular spaces and 8 handicap spaces); 4 foot high perimeter fencing encompassed by a 4 ft high Ficus hedge; lighting for fields, parking lots, entrance road and walking paths; four (4) shaded picnic shelters; concrete and asphalt walkways; 1,350 square foot precast concrete paver plaza, butterfly garden, perimeter berm, one 20 horsepower irrigation pump and one 5 horsepower jockey; multiple species of park grasses, trees, and plant material.

In addition, Royal Oaks Park features an 8,000 square foot LEED Certified Royal Oaks Park Community Center. This facility features restrooms, kitchen area, 4 multipurpose rooms, administrative offices, and storage areas.

Current recreation programs offered at ROP are: Miami Lakes Soccer Club Recreation/Travel Leagues (August-May) and the Optimist Club youth tackle football program (August-October). The Town does enter into additional use agreements with other entities for recreation programs depending on facility/field availability. The Community Center will feature several daily community programs, camps, special events, and Town Council meetings.

Park hours are 7am-10pm, seven days per week, Mondays-Sundays, unless otherwise posted or directed by the Town. The hours of the Community Centers vary depending on scheduled programming. Typical

operating hours are from 7am-10pm Monday-Thursday, 7am-4pm on Fridays, and as programmed on Saturdays and Sundays.

Park Maps

Miami Lakes Optimist Park



Royal Oaks Park



EXHIBIT B – PERFORMANCE WORK STATEMENT SUMMARY

Exhibit B

Performance Requirement Summary Table

Work Task	Article No.	Standard	Adjusted Quality Level (AQL)	Outcome
Turf Mowing	3.01-1		<ul style="list-style-type: none"> Park Mowing – 98% 	Provides for a pleasing appearance as well as proper recreational ground cover. Turf shall be uniform in height & free of scalping, rutting, bruising, uneven & rough cutting.
	3.01-1c	Bermuda/Seashore Paspalum Turf cut between 1" to 2" year round and Bahia/St. Augustine Turf 3"-4.5" in summer and 4"-5" in winter.		
	3.01-1d	No evidence of clumping or visible rows of clippings		
	3.01-1e	No bare areas greater than 5 sq. feet	95%	Bare areas restored thorough reseeding or re-sodding.
Slope Mowing	3.01-1f	Height shall not exceed for Bahia/St. Augustine Turf 3"-4.5" in summer and 4"-5" in winter..	98%	Turf shall be uniform in height & free of scalping, rutting, bruising, uneven & rough cutting. Helps protect against slope defects.
Edging	3.01-2	<ul style="list-style-type: none"> Edging shall be performed as at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights. No encroachment of vegetation or debris onto the curb or sidewalk for more than 6" for more than 10 continuous feet. No encroachment of vegetation more than 6" over the curb or sidewalk for more than 10 continuous feet. No encroachment of grass, vegetation, or debris within 3" onto a bike path for more than 10 continuous feet. 	100%	Neat, clean hard/soft edges, uniform in height with all paved areas clear of vegetative growth.
Trimming	3.01-3	<ul style="list-style-type: none"> Edging shall be performed as at the same time as mowing and shall be cut to the same height standards established for Turf Mowing Heights. Contractor shall avoid damage to plants, shrubs, hedges, etc. Cuttings will be removed after trimming 	100%	Helps maintain the health of landscaping and provides a clean neat appearance.
Landscaping	3.01-4	<ul style="list-style-type: none"> Fertilize, water (as necessary), trim, eliminate weeds, add or replace mulch around all Landscaping and flower beds. Repair or replace damaged or dead Landscaping. Shrubs, hedges, and plants shall be pruned as required to maintain their 	First 6 Months 85% After 6 Months 95%	Healthy plants, shrubs & hedges that provide a neat and attractive appearance.

		<p>natural growth characteristics, including height and shape.</p> <ul style="list-style-type: none"> • Maintain Landscaping, which includes planting, weeding, fertilization, and watering as necessary during dry periods. • Grass and weeds shall not be permitted to grow above the flower beds; and all flowers shall be kept trimmed from curbs, sidewalks, streets and/or parking areas. • Contractor shall maintain at least 3" of mulch around all Landscaping and flower beds, which shall extend 2' from the base of the Landscaping. • Contractor shall replace mulch once per year. 		
Weed Control	3.01-5	<ul style="list-style-type: none"> • Turf and Landscaping shall be free of weeds & grass. • Weeds in ditches shall not show above ditch lines. • Weeds shall be eliminated from all cracks, joints along jogging paths, curbs, parking lots, fences, expansion joints, etc. • If herbicides are used weeds will not be left to die in mulched areas or flower beds. • All vines along fences shall be removed. 	<p>First 3 Month</p> <ul style="list-style-type: none"> • Park Mowing – 50% <p>3rd-6th Month</p> <ul style="list-style-type: none"> • Park Mowing – 75% <p>After 6 Months</p> <ul style="list-style-type: none"> • Park Mowing – 95% 	Weed-free turf, and hardscape landscaping
Litter/Debris Removal	3.01-6	<ul style="list-style-type: none"> • Maintain park litter free throughout park operating hours • Remove Litter/Debris prior to mowing, edging & trimming. • Remove Turf cuttings & trimming from driveways, parking lots, sidewalks, etc. • Dispose of Litter/Debris off-site in accordance with applicable laws. 	95%	Litter-free Turf and Landscape areas
Irrigation System Maintenance	3.01-7	Maintain irrigation systems in good working order & operating condition at all times.	90%	Fully operating irrigation system providing sufficient water to Turf & Landscaping
Pest Identification & Control	3.01-9	<ul style="list-style-type: none"> • Identify pests and development of DPMP for pest control • Apply two (2) blanket applications of insecticide mole cricket control • Maintain turf and landscape mole cricket and pest free 	95%	A pest-free Turf and Landscape
Fertilizing	3.01-10	Perform fertilizer program 4 x per year based on soil sample analysis for Bahia/St. Augustine and 12 x per year for Bermuda/Seashore Paspalum Turf	100%	Ensure healthy Turf and Landscaping
Herbicides	3.01-11	Use herbicides to kill weeds and other foreign grasses as detected	100%	Ensure weed-free health Turf and Landscaping

Athletic Field/Turf Maintenance	3.01-12	<ul style="list-style-type: none"> All areas shall be inspected on a daily basis and any large stones, ruts, holes, or "bowled out" areas shall be removed and/or repaired immediately. Contractor shall layout and paint all lines, emblems, lettering, numbering, and logos as needed for the sports, typically soccer and flag football, utilizing these fields. Field usage changes several times throughout the year, and the Contractor shall be responsible for all field layout and painting at the direction of the Program Manager. Contractor must adhere to field schedules provided. All fields must be prepared appropriately and on time in accordance to the field schedules provided by the Town's Representative. 	100%	Safe turf playing surface free of holes, ruts, stones and fields painted in accordance to schedules provided
Topdressing	3.01-13	<ul style="list-style-type: none"> Topdressing shall be completed twice a year; however, periodic topdressing may be applied when necessary to maintain proper field level. Topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. Material shall be applied to all athletic turf field areas at an average of ¼" depth for proper coverage. 	100%	Topdressing material shall be applied at to all Bermuda and Seashore Paspalum turf areas at ¼" depth
Aeration, Verticutting, Slicing	3.01-14	<ul style="list-style-type: none"> Core aeration must be performed at all Bermuda and Seashore Paspalum turf areas at least once per month (twelve times per year). In areas with noticeable compaction and wear additional aerification will be required. Aeration shall result in a hole depth of 3-4 inches with average spacing of 16 holes per square foot. 	100%	<ul style="list-style-type: none"> Aeration shall result in a hole depth of 4-6 inches with average spacing of 16 holes per square foot on all Bermuda/Seashore Paspalum areas. Verticutting dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch

		<ul style="list-style-type: none"> Verticutting must be performed at all Bermuda and Seashore Paspalum turf areas once a year and thatch build-up needs to be monitored and alleviated when necessary. Dethatching should be maintained at a depth of ¼"-1/2" inch of depth and thatch shall be collected and disposed of by the Contractor. Spiking or slicing shall be performed at all Bermuda and Seashore Paspalum turf areas once per year. Slicing should be completed at a depth of ½"-1" inch. 		<p>shall be collected and disposed of on all Bermuda/Seashore Paspalum areas.</p> <ul style="list-style-type: none"> Slicing should be completed at a depth of ½"-1" inch on all Bermuda/Seashore Paspalum areas.
Baseball/Softball Field Maintenance-MLOP ONLY	3.01-15	<ul style="list-style-type: none"> At Miami Lakes Optimist Park, the Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks. The program will be designed to provide consistent playing conditions, with the safety of the athletes as the top priority. Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. Maintain a proper level of calclide or conditioner on the skinned areas at all times. Condition clay infields with Turface or a comparable quality product approved by the Program Manager at least once a year. Conditioner shall be applied at a ¼" depth per application. 	100%	<ul style="list-style-type: none"> Baseball/Softball fields will be at an optimal playing condition with the safety of the athletes a top priority free of holes, ruts, stones. Clay Infields shall maintain conditioner at a ¼" depth when applied. Fields will be properly lined and equipment set up for games as listed in the Town provided schedule.

		<ul style="list-style-type: none"> On game days, the Contractor shall line the fields and install equipment as needed at least one hour prior to game time. Schedules will be provided by the Town. 		
Batting Cage/Bullpen/Hit Down Areas-MLOP ONLY	3.01-16	<ul style="list-style-type: none"> The Contractor shall be responsible for the inspection, maintenance, upkeep and repair of all batting cage/bullpen/hit-down areas including but not limited to, netting, turf, and skinned areas. Skinned areas shall be inspected on a daily basis and any large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas shall be removed and/or repaired. Skinned areas shall be scarified, dragged and watered until the desired texture is achieved. Maintain a proper level of calcide or conditioner on the skinned areas at all times. 	100%	All batting cage, bullpen and hit down areas shall be free of large stones or clumping material, ruts, holes, wet areas, dry areas, soft and/or hard spots, "bowled out" areas
General Labor/Supervision	3.04	<ul style="list-style-type: none"> The Contractor shall be fully responsible for providing customer service and quality control at both parks. The Contractor shall maintain a presence at each property and provide supervision during park operating hours. 	100%	There shall be a minimum of two (2) staff members at all times during park operating hours.
Repair of Damaged Areas	3.06	Areas damaged by Contractor's vehicles, erosion, drought or insect/diseases shall be re-seeded, sprigged or sodded to meet the standards of the surrounding areas	95%	Healthy turf in all green space areas

EXHIBIT C – CONTRACT DELIVERABLES

Exhibit C

Contract Deliverables

The below table is provided as a guide to restate the items considered deliverables under the terms and conditions of the Contract; it is not an exhaustive list. Unless otherwise specified, the Contractor shall submit the items to the Program Manager by the "Required Date" specified. The Contractor is not relieved from "delivery" of items not included in the above schedule but specified elsewhere in this Contract.

ARTICLE NO.	TITLE/DESCRIPTION	REQUIRED DELIVERY
3.02-1	Maintenance & Services Plan	14 days after contract execution & 60 days prior to each option year
3.02-2	Quality Control Plan	14 days after Contract execution
3.01-9	List of Pesticides to be used under this Contract (including MSDS)	10 days after execution of the Contract
3.02-4	Monthly Reports	With each invoice
3.02-6	Personnel List	5 days after Contract execution.
3.02-2	QCP Reports	Upon request of the Program Manager
3.02-6	Contact information for Program Manager and Supervisor	5 days after execution of the Contract
3.01-7	Irrigation System Report	30 days after execution of the Contract

EXHIBIT D – PROPOSER’S SUBMITTAL



Town of Miami Lakes Memorandum

To: Honorable Mayor and Town Council
From: Alex Rey, Town Manager
Subject: Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) for the NW 59th Avenue Roadway Extension and Redevelopment Project
Date: 5/1/2018

Recommendation:

It is recommended that the Town Council authorize the Town Manager to apply for a Florida Department of Transportation (FDOT) County Incentive Grant Program (CIGP) for the NW 59th Avenue Roadway Extension and Redevelopment Project in the amount of \$4,000,000, and if funded, to authorize the Town Manager to accept grant funds, execute the grant agreement, take all necessary steps to implement the terms and conditions of the agreement, and to expend budgeted funds in connection with this Project.

Background:

Consistent with the Town's Strategic Plan, and the Town Council's directive, Town Staff facilitated a Transportation Summit to formulate comprehensive solutions to the Town's transportation challenges. The Transportation Summit included the participation of all relevant transportation agencies and identified several key strategies to improve transportation and the distribution of traffic flow in Miami Lakes. Subsequent to the Summit, the Town Council Approved Resolution No. 15-1330 to address the transportation and mobility challenges through identified strategies. One of the identified strategies was to "Extend NW 59th Avenue south to Miami Lakes Drive".

The NW 59th Avenue Roadway Extension and Redevelopment Project includes the design and construction of a bridge and roadway improvement extending NW 59th Avenue over the C-8 Canal (Canal #870609) south to NW 151st Street. Completion of the extension to NW 151st Street requires the purchase of privately held land adjacent to NW 151st Street, and the acquisition of a 5.86-acre parcel from the Miami-Dade Aviation Department which runs along the C-8 Canal. The balance of the latter parcel not used for roadway can then be developed with a public works vehicle storage facility, an area for a public private partnership to operate a boat storage facility, and parking to adjacent property owners or others. A complete description of the entire project is outlined in Exhibit A.

Complete Streets design and construction of NW 151st Street/NW 153rd Street shall be implemented to facilitate traffic flow at the bridge connection point, thereby encouraging users to utilize local mobility options in lieu of the State Highway System (SHS). To complement this new connection, an overlay zoning district

will be applied to facilitate the growth of a commercial hub along the 151st/153rd Street corridor.

Resolution No. 15-1330 directs the Town Manager to pursue grants for planning services and for design/construction of infrastructure consistent with these strategies, and to recommend budget revisions necessary to implement these strategies. A solicitation is available from the Florida Department of Transportation (FDOT) for the County Incentive Grant Program (CIGP). The County Incentive Grant Program (CIGP) was created for the purpose of providing grants to municipalities and counties to improve a transportation facility, including transit which is located on the State Highway System (SHS) or which relieves traffic congestion on the SHS, per Section 339.2817, Florida Statutes.

The NW 59th Avenue Roadway Extension and Redevelopment Project is an eligible project under this Statute. In FY 2018/2019, \$11.5 million has been appropriated for the FDOT CIGP. The NW 59th Avenue Extension and Redevelopment Project estimated cost is approximately eight (8) million. A 50% local match is required and will be provided through public-private partnerships (P3s) and the 5-Year Capital Improvement Plan. The current fiscal year budget allocation for this Project is \$775,000. The County Incentive Grant Program (CIGP) would enable the Town to proceed with the essential design, acquisition and construction of this Project. The local match will be derived from mobility fees and PTP transportation funds.

The NW 59th Avenue Roadway Extension and Redevelopment Project is included in the Transportation Summit Community Forum Adopted Strategies, Town of Miami Lakes Adopted Comprehensive Plan, Adopted Strategic Plan, and Adopted 5-Year Capital Improvement Plan. The Project will benefit the Town, neighboring jurisdictions, Miami-Dade County, and regional industries by providing essential north-south connectivity to access businesses and commerce located on and around NW 59th Avenue, relieving traffic congestion on the State Highway System (SHS) NW 57th Avenue (Red Road), improving public infrastructure which brings economic recovery and enhancement to vacant spaces, and reducing the burden on the Miami Lakes population to travel outside Town boundaries to access local businesses, jobs, and services.

ATTACHMENTS:

Description

Resolution

NW 59th Avenue Roadway Extension & Redevelopment Project

RESOLUTION NO. 18- _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, TO AUTHORIZE THE TOWN MANAGER TO APPLY FOR AND IF AWARDED ACCEPT A FLORIDA DEPARTMENT OF TRANSPORTATION (“FDOT”) COUNTY INCENTIVE GRANT PROGRAM (“CIGP”); AUTHORIZING THE TOWN MANAGER TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FDOT CIGP AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.
(Rey)**

WHEREAS, on October 6, 2015, the Town Council of the Town of Miami Lakes (the “Town”) passed Resolution 15-1330 which incorporated and adopted strategies discussed during the Town’s 2015 Traffic Summit; and

WHEREAS, Resolution 15-1330 directs the Town Manager to pursue grants for planning services, design and construction of infrastructure projects outlined in the Resolution; and

WHEREAS, one of the strategies adopted was the extension of N.W. 59th Avenue South to Miami Lakes Drive; and

WHEREAS, the N.W. 59th Avenue South to Miami Lakes Drive extension project includes design and construction of a bridge, roadway improvement, and purchase of privately held property adjacent to N.W. 151st Street; and

WHEREAS, a solicitation is available from FDOT for the CIGP; and

WHEREAS, the CIGP, pursuant to Florida Statutes § 339.2817 provides municipalities with grant opportunities for traffic infrastructure, including transit, which relieves traffic congestion on the State Highway System; and

WHEREAS, the N.W. 59th Avenue South to Miami Lakes Drive extension project is an eligible project under Florida Statutes § 339.2817; and

WHEREAS, the N.W. 59th Avenue South to Miami Lakes Drive extension project is estimated to cost 8 million dollars, of which under CIGP will require the Town to match 50% of awarded funds; and

WHEREAS, the Town Manager believes it is in the best interest of the Town, and desires to apply for a CIGP grant in the amount of 4 million dollars and if awarded accept and implement the agreement, and expend funds in furtherance of the project; and

WHEREAS, the Town Council desires to authorize the Town Manager to apply for a CIGP Grant through FDOT, and if awarded to accept the grant, take all steps to implement the terms and conditions to the agreement, and expend budgeted funds in connection with the N.W. 59th Avenue South to Miami Lakes Drive extension project.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF
THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

Section1. Recitals. The foregoing Recitals are true and correct and incorporated herein by this reference.

Section2. Apply for and Accept Grant. The Town Council hereby authorizes the Town Manager to apply for the CIGP Grant from the FDOT, and if awarded to accept the grant, take all necessary steps to implement the terms and conditions of the agreement.

Section 3. Authorization of Town Officials. The Town Manager and/or his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the CIGP FDOT Agreement.

Section4. Authorization of Fund Expenditure. he Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the CIGP Agreement with FDOT.

Section 5. Execution of the Agreement. If awarded, the Town Manager shall be authorized to execute the CIGP FDOT Agreement, and execute and document necessary in order to carry out the agreement.

Section 6. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY



**THE NW 59TH AVENUE
ROADWAY EXTENSION
AND REDEVELOPMENT
PROJECT**

Introduction:

The Town of Miami Lakes is known for its beautiful residential winding roads, lush landscape and extremely low crime rate. Occupying a land area of approximately 6.8 square miles, the Town is home to approximately 31,000 residents and over 1,700 businesses. Since incorporation in 2000, the Town has experienced significant growth and development.

Land use in the Town is predominantly low-density. The next most prevalent uses are light industrial and office parks, comprising 13% of the Town's area, and lakes and canals encompassing approximately 11% of the Town. Miami Lakes is approximately 94% built out, with only a small portion of the land remaining vacant and undeveloped. As a result, the Town's current and long-range planning efforts have shifted from a primarily growth management-related role to a larger focus on economic development and redevelopment; specifically, within the Town Center, business, and industrial districts on the east side of the Town.

The **NW 59th Avenue Roadway Extension and Redevelopment Project** includes the purchase of a 5.86-acre parcel from the Miami-Dade Aviation Department to design and construct a bridge and roadway improvement, extending NW 59th Avenue over the C-8 Canal (Canal #870609) south to NW 151st Street; the purchase of the bridge access point on NW 151st Street; development of storage facilities; and Complete Streets design and construction on NW 151st Street/NW 153rd Street to facilitate traffic flow at the bridge spine connection, thereby encouraging road users to utilize local mobility options and providing new and improved public access that will facilitate traffic congestion relief on the State Highway System (SHS) SR 823/NW 57th Avenue (Red Road). The Project boundaries are NW 59th Avenue from NW 153rd Street to NW 158th Street and along NW 151st/153rd Street, from Miami Lakeway North to NW 57th Court. The Project will provide enhance connectivity and Complete Streets mobility options for all users, as well as increased access to commerce, economic opportunities, and local jobs. This Project is included in the Town of Miami Lakes Adopted Comprehensive Plan, Strategic Plan and Transportation Plan. The Project will benefit the Town, neighboring jurisdictions, Miami-Dade County, and regional industries by providing essential north-south connectivity to access businesses and commerce located on and around NW 59th Avenue, relieving traffic congestion on the State Highway System (SHS) NW 57th Avenue (Red Road), improving public infrastructure which brings economic recovery and enhancement to vacant spaces, expanding economic development opportunities in this region, increasing access to businesses and commerce, and reducing the burden on the Miami Lakes population to travel outside Town boundaries to access local businesses, jobs, and services.

The SR 823/NW 57th Avenue Corridor additionally serves as the main connection route for which motorists are able to access SR 826/Palmetto Expressway. Opening a new connection on NW 59th Avenue will allow for local traffic to utilize NW 59th Avenue as an alternate route to access the Palmetto Expressway. The FDOT has a future programmed project along SR 826/Palmetto Expressway, which will improve highway connectivity at NW 57th Avenue and NW 167th Street by providing a Texas U-turn to travel south or west bound on the Palmetto Expressway. Motorist will be able to utilize NW 59th Avenue to access the Texas U-Turn without having to travel on NW 57th Avenue (SHS). In addition, local traffic can travel via NW 59th Avenue to access NW 167th Street and continue eastbound to the Palmetto Expressway. Thus, with the provision of these alternative routes traffic congestion will be diminished on the State Highway System (SHS).

Problem Statement (Why this area?):

While the Town has experienced significant growth and development, this portion of the eastside industrial area of Miami Lakes has remained untouched and does not conform with the Town's reputation. Currently, there is no north-south connectivity to access the industrial and commercial district located on and around NW 59th Avenue in the north-east sectional quadrant of the Town of Miami Lakes. This industrial and commercial area is home to several businesses located north of, but not connected to, the Town's central east-west corridor along NW 151st/153rd Street, connecting to NW 154th Street/Miami Lakes Drive. Motorists, bicyclists, employers, employees, and consumers must access the east side industrious area via the State Highway System (SHS) NW 57th Avenue, which further increases traffic congestion on this main road (Red Road). In addition, a significant vacant parcel is positioned between NW 59th Avenue and NW 57th Avenue, currently owned by the Miami-Dade Aviation Department. This parcel remains undeveloped and yields no economic growth nor job growth opportunities for the community or this industrious district.

Public and Private Partnerships (P3) Investment Opportunities**The Extent to which the Project will Encourage, Enhance, or Create Economic Benefits:**

One of the continuing trends in government contracting is the usage of public-private partnerships (P3s) as a way to build true collaborations between the public and private sector. This Project lends itself to P3 investment opportunities for redevelopment. With the acquisition of the parcel to connect NW 59th Avenue to 151st Street, there will be multiple opportunities for public-private partnerships. This Project reclaims an existing vacant field and revitalizes approximately 6-acres of land, providing revenue enhancement opportunities for businesses.

Currently, there are 383 businesses and approximately 6,579 employees within the north-south industrial and commercial district located on and around NW 59th Avenue. Unique businesses and organizations include the Miami Lakes Educational Center and Technical College, Nutri-Force Nutrition, Johnson & Johnson (Cordis Corporation of Cardinal Health cardiovascular healthcare industry), HeartWare Products and Technology, Biorep Technologies, Inc., Fastenal Industrial Supplier, Alexim Air and Ocean Cargo, Caterpillar, Aircraft Electric Motors, Inc., Complete Pharmacy & Medical Solutions, Nurse Care Inc. Home Health Care Agency, World Industrial Products, Inc., EE&G West Africa, LLC., Growing Days Childcare & Learning Center, and Future Force, Inc. Employment Agency to name a few. The construction of this bridge and roadway improvement will promote economic diversification by expanding mobility opportunities for consumers, employees, employers, and regional industries to access jobs in the education, manufacturing, energy, health, aviation, and technology industries.

Town Center:

The Graham Companies is currently in the process of developing 18 acres of land located off Ludlum Road/NW 67th Avenue and Main Street (just west of the proposed project area), including 400 residential units and approximately 150,000 square feet of commercial space. Town Center is designed to be a pedestrian-friendly development that will connect the existing Main Street business district across Ludlum Road; giving Miami Lakes a true sense of place – a unique, recognizable character that the vast majority of suburbs lack. Town Center intends to encourage economic development and ensure that Miami Lakes remains vibrant by catering to the growing

demographic and lifestyle preferences. Between the Town and private developers, over \$90 Million-dollars will be invested into the Town's Main Street/Town Center district located just west of the proposed Project.

Town of Miami Lakes Youth Center at Picnic Park East:

As part of its Strategic Plan, the Town funded the construction of a new 4,000-square-foot facility, nicknamed "The Spot." The Spot features multipurpose activity rooms and a classroom area for afterschool educational programs and tutoring. In addition, the Town's Picnic Park East was revitalized and includes an outdoor patio area with a half basketball court and a new state-of-the-art playground. The Spot has enabled the Town to expand its after school programs, provide a safe place for its youth and teens to meet, and offer a beautiful park space with picnic shelters for rent to all its residents, representing a \$1.2 Million-dollar investment.

Infrastructure Investments by the Town of Miami Lakes

Special Characteristics of the Project/Incorporation of Complete Streets:

The NW 59th Avenue Roadway Extension and Redevelopment Project will include 11 ft. travel lanes, 6ft. bike lanes, and 8 ft. sidewalks which will be separated from the roadway by a 5 ft. swale, incorporating Complete Streets design to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The Project will connect all users to the NW 151st/153rd Street corridor, which is envisioned to become the Town's Main Street East Business District.

Additional Complete Streets Infrastructure in the Project Areas:

The Town secured a \$1 million FDOT Transportation Alternative Program (TAP) Grant to design and construct ADA accessible sidewalks, safe pedestrian crossings, and bicycle lanes along NW 60th Avenue, from NW 139th Street to NW 154th Street (Miami Lakes Drive). This project will enable safe access for road users, including pedestrians, bicyclist, motorist and transit riders south of Miami Lakes Drive.

NW 59th Avenue Complete Streets Project (Located North of the Project):

The Town secured a \$1 million FDOT Transportation Alternative Program (TAP) Grant to design and construct safe pedestrian sidewalks and bicycle lanes, from NW 154th Street to NW 167th Street, on NW 59th Avenue. This project will provide access to public transportation and connect residents to the adjacent commercial and business centers, as well as the Miami Lakes Educational Center. In addition, the NW 59th Avenue Roadway Extension and Redevelopment Project will align with this project by providing the necessary bridge connection for the 383 businesses and over 6,579 employees in this industrious area.

Opportunities/Benefits:

The desire of this new district will be to continue the extension of the Main Street Business District; connecting the existing Main Street mixed-use development to the newly constructed Town Center, extending to the proposed Main Street East which lies between the Town's two major industrial corridors. Redevelopment and revitalization of this area would only enhance that potential and mirror the existing commercial districts within the Town. The timing of the project also presents an opportunity to capitalize on redevelopment projects underway at the Miami-Opa

Locka Executive Airport (OPF) including the AVE Aviation and Commerce and Carrie P. Meek International Business Park developments; which are situated adjacent to the Town's eastern border. This project will not only benefit the Town, but also neighboring jurisdictions, and Miami-Dade County by improving public infrastructure; bringing economic recovery and enhancement to vacant spaces, increasing access to businesses and commerce, and expanding economic development opportunities in this region.

Coordination with the Federal Aviation Administration (FAA) and the Miami-Dade Aviation Department (MDAD):

South of the canal is vacant property owned by Miami-Dade County Aviation Department (MDAD). The Town intends to acquire the 5.86-acre vacant parcel valued at approximately \$2.5 million from the MDAD to construct the project. The property owned by MDAD is adjacent to the Runway Protection Zone (RPZ) for runway 9L-27R at the Miami-Opa Locka Executive Airport (OPF). Regarding the practicability to extend NW 59th Avenue, the largest obstacle is right-of-way acquisition. The proposed extension of NW 59th Avenue would stretch the existing roadway south over the canal and through the property owned by MDAD to provide a direct connection to NW 151st Street. To successfully proceed, the project would require right-of-way acquisition from MDAD and adjacent property owners. Although, the proposed location of the project is primarily within undeveloped land in the Town. Construction within these properties and specifically the building of the bridge would require temporary construction permits to allow for cranes to be utilized near the RPZ. The completed roadway would include lighting to meet Miami-Dade County Zoning Code height requirements which would also be associated with the temporary permits and review of height requirements for lighting near the RPZ.

A preliminary meeting was held with MDAD Aviation Planning Division to discuss the extension of NW 59th Avenue on May 25th, 2016. The MDAD Aviation Planning Division advised that per Federal Aviation Administration (FAA) requirements, documentation must be submitted to MDAD Aviation Planning Division for review to proceed with design and permitting of this project. Following MDAD Aviation Planning Division's review, the documentation would be submitted by MDAD Aviation Planning Division to the FAA for final approval. Thus, the Town submitted a **Federal Aviation Administration Runway 9L-27R RPZ Analysis** to the MDAD Aviation Planning Division for review. The Analysis was approved by the MDAD and the FAA.

Coordination with the South Florida Water Management District (SFWMD):

The existing alignment of NW 59th Avenue positions the bridge at approximately a forty-five-degree angle over the Biscayne Canal C-8 (Canal # 870609) to maximize the distance between the RPZ and the proposed alignment. NW 59th Avenue is a two-lane roadway running north and south within an industrial zoned area of the Town. The existing roadway is bordered to the north by NW 167th Street and to the south by the Canal which is under the authority of South Florida Water Management District (SFWMD).

In December 2016, Town Consultants met with the South Florida Water Management District (SFWMD) to discuss the project. The SFWMD reviewed the conceptual documents and did not raise any concerns with the Town installing a bridge over the Biscayne Canal C-8. Through coordination with SFWMD, it is understood that the SFWMD and the U.S. Army Corp of Engineers will require review of the design plans to allow for the bridge construction over the

canal. The SFWMD will require a right-of-way and environmental resource permit, as well as, a section 408 review from the Army Corp of Engineers. The remaining roadway area falls under the authority of Miami-Dade County which will require Department of Regulatory and Economic Resources, Traffic, and Public Works permits. Preliminary discussions have been held with the SFWMD and the County. These permits for the project are obtainable and not of concern.

County Owned Parcel at 6100 NW 153rd Street Redevelopment Initiative:

The Town intends to acquire a County-owned parcel that is located in the center of the project boundaries that has been vacant for more than a decade; valued at approximately \$1.2 million, and the bridge access connecting point on NW 151st Street valued at approximately \$1 million. The Miami Lakes business community is comprised of large scale firms, small professional service firms (attorney, CPA, consultants, etc.), and is also home to more life-science related businesses than any other municipality in Miami-Dade County. Given the growing market trend for shared workspace/incubator concepts, the Town feels this will be an excellent site for developers.

The acquisition of 6100 NW 153rd Street is a part of the broader redevelopment effort of the NW 151st/153rd Corridor. In conjunction with the NW 59th Avenue Roadway Extension, the intent to reposition the corridor as a hub of commercial activity to the neighboring industrial districts to the north and south, and potential facilitate expansion and support to the life science industries located in both districts. Currently owned by Miami-Dade County, this 60,000 square foot property is seen as key to that effort.

Zoned IU-C, Industrial Conditional, the uses permitted on the property range from of mixture industrial uses to office, restaurant, and other ancillary supportive uses. Notwithstanding FAA regulations, maximum height is currently limited to 35 feet by zoning. An overlay district is being contemplated to provide for a greater range of retail, personal service, and general commercial uses. The overlay district may also contemplate increased heights, FAA permitting.

The desire is to utilize the property in tandem with adjacent lots, to construct a signature building that facilitates the creation of the envisioned 151st/153rd Street commercial hub. Public-Private-Partnerships (PPPs) would be pursued with adjacent land owners to achieve an interconnected, pedestrian oriented urban commercial center, developed in the context of Complete Streets, that could capitalize on providing incubator spaces for life sciences, supply chain support services, post primary education vocational training, and implementation of “We-Work” concepts (AKA flex office space). The signature building will also serve as a gateway to the district.

Creation of Zoning Overlay and Comp Plan Amendment:

Similar to the Town Center District overlay, the Town intends to explore the creation of development regulations to encourage redevelopment of the district and facilitate a more efficient and effective development review process. The provisions will aim to encourage redevelopment of the district at a scale that is pedestrian compatible. With the acquisition of the 6100 NW 153rd Street, the County owned land on NW 151st Street (parcel to connect the access point for the NW 59th Avenue Roadway Extension) and surplus acreage from the acquisition of the airport property, there will be multiple opportunities for public-private partnerships (P3) in this area.

Funding Partnerships:

In 2015, residential and commercial surveys were conducted by the Town as part of its Strategic Planning process. The survey results indicated that traffic congestion is considered by both residents and businesses to be the most important issue in the Town. Through this survey, the Town recognized that assuring adequate mobility for residents, employees, businesses, and visitors requires a focus on all modes of transportation. Thus, the Town Council directed Town Staff to facilitate a Transportation Summit to formulate solutions to the Town's transportation challenges in a comprehensive manner. The Transportation Summit included the participation of all relevant transportation agencies and identified several key strategies to improve transportation and the distribution of traffic flow in Miami Lakes. Subsequent to the Summit, the Town Council Approved Resolution No. 15-1330 to address the transportation and mobility challenges through identified strategies. One of the identified strategies was to "Extend NW 59th Avenue south to Miami Lakes Drive". The Town Manager was directed by the Town Council via this Resolution to pursue grants for planning services and for design/construction of infrastructure consistent with these strategies, and to recommend budget provisions necessary to implement these strategies. The NW 59th Avenue Roadway Extension and Redevelopment Project estimated cost is \$8 million. The Town will secure local matching opportunities through public-private partnerships (P3s) and the 5-Year Capital Improvement Plan.

Florida Department of Transportation (FDOT) Transportation Alternative Program (TAP) Partnership Total \$2 Million:

The Town has successfully secured grant funding and meaningful partnerships in the proposed Project area through the Florida Department of Transportation (FDOT) Transportation Alternative Program (TAP) as follows:

- I. NW 60th Avenue Business Park East Project to incorporate Complete Streets principles on NW 60th Avenue, from NW 139th Street to Miami Lakes Drive (\$1 million).
- II. NW 59th Avenue Complete Streets Project to incorporate safe pedestrian sidewalks and bicycle lanes, from NW 154th Street to NW 167th Street, on NW 59th Avenue (\$1 million).

Both the NW 60th Avenue Business Park East and NW 59th Avenue Complete Streets projects complement the proposed NW 59th Avenue Roadway Extension and Redevelopment Project, providing alternative mobility options and increased access to public transportation, educational and technical centers, job opportunities, commercial destinations, and manufacturing industries, thereby bridging the economic gap between this district's north to south residential, commercial and industrial populations.

State, Metropolitan and the Miami Lakes Transportation Plans Alignment and Safety:

The NW 59th Avenue Roadway Extension and Redevelopment Project aligns with the goals identified in the Florida Transportation Plan (FTP), Miami-Dade Long Range Transportation Plan (LRTP), the Town's local Comprehensive Plan, and the Town's Strategic Plan.

The Table below illustrates the goals and policies between each of the state, regional, and local plans that align with the Project.

Florida Transportation Plan	Miami-Dade L RTP	Miami Lakes Comprehensive Plan	Miami Lakes Strategic Plan
Safety and Security for Residents, Visitors, and Businesses	Improve System and Travel	Development of a safe, convenient, effective and sustainable transportation network and support infrastructure that supports multimodal mobility.	Enhance Mobility – Easier Vehicular and Non-Vehicular Transportation
Efficient and Reliable Mobility for People and Freight	Increase Safety	Development of a street system designed to fulfill the civic, social and mobility roles of each street, including providing infrastructure to promote and encourage all modes of transportation, and reduce reliance on single occupant vehicles.	Improve transit and pedestrian mobility
More Transportation Choices for People and Freight	Support Economic Vitality	Maintain and enhance the pedestrian and bicycle system within the Town to provide easy access to all areas of Miami Lakes for walkers, runners and bicyclists, in a safe and efficient manner.	Improve distribution of traffic flows
Transportation Solutions that Support Quality Places to Live, Learn, Work, and Play	Enhance Connectivity	Take targeted actions to ease traffic congestion and make the most efficient use of the existing vehicle transportation network.	Enhance Economic Development and Community Hubs

The main elements found in each of these plans focuses on promoting enhanced transportation choices, increasing economic development, improving transportation network connectivity, and enhancing public safety. The NW 59th Avenue Roadway Extension and Redevelopment Project complements each of these goals.

Improve System/Travel and Increase Safety:

The goals of improving transportation choices and enhancing public safety are addressed by the incorporation of Complete Streets elements with this project. The typical section of the roadway extension on NW 59th Avenue proposes to incorporate 11 ft. travel lanes, 6ft. bike lanes, and 8 ft. sidewalks which will be separated from the roadway by a 5 ft. swale. In addition, the project will enhance the Complete Streets network along the NW 151st/153rd Street corridor, which currently lacks adequate pedestrian and bicycle infrastructure. In addition, the SHS NW 57th Avenue provides only a sidewalk on the eastside of the corridor, lacks bicycle infrastructure, and has a designated speed limit of 45 MPH, creating an unideal environment for safe pedestrian and bicycle mobility. The proposed Complete Streets improvements contained within the NW 59th Avenue Roadway Extension and Redevelopment Project, coupled with the Town's previously funded FDOT TAP Grant project on NW 59th Avenue, will provide a safe alternate route for pedestrians and cyclists to access numerous businesses along NW 57th Avenue without having to travel on the high-speed corridor. Collectively, these improvements are designed to create a sound multi-modal network to provide mobility options, enhance access to public transportation, relieve traffic congestion on the SHS, provide safe public infrastructure, and improve the quality of life for all people traveling alternate modes of transportation.

Transportation Choices for People that Supports Economic Vitality:

A significant goal found in each of planning documents focuses on creating and enhancing economic vitality in the region. Town consultants conducted a preliminary Economic Impact Study for the Project to identify the extent to which the proposed improvements may encourage, enhance,

and create economic benefits; as well as, foster innovative public-private partnerships and attract private debt or equity to investment. Based on the Study, the two primary elements upon which the proposed Project will support economic benefits are through increased property values and enhanced retail sales. The properties impacted by the various street improvements total 2.7+ million square feet of built space, with a current total assessed value of \$226 million. As a result of potential bridge/roadway improvements, the total assessed value of the affected properties increases by \$6.9 million to \$11.3 million, resulting in an estimated \$16,000 to \$26,000 in additional annual tax revenue to the Town of Miami Lakes. In addition, the impact on retail sales from the proposed bridge and roadway improvements potentially increase sales within the specified area by an aggregated \$2.5 million to \$7.3 million. At the statewide level, this represents a net increase in retail sales tax of roughly \$150,000 to \$440,000, of which between roughly \$12,500 to \$37,000 could flow to the Town of Miami Lakes annually based upon a 0.5 percent sales tax revenue share. Thus, this Project supports economic vitality by increasing property values, enhancing retail sales, increasing tax revenues, creating additional jobs, and attracting public-private-partnerships (P3) through diverse redevelopment opportunities.

Enhance Connectivity:

This Project will improve connectivity to the transportation network. The new roadway extension will connect the Town to the populous NE business commercial/industrial area. Presently, the only way to access this commercial and business area is to travel on the SHS NW 57th Avenue. The creation of this bridge connection is expected to provide an alternate route for inter-town trips and decrease vehicular traffic on the SHS, thereby relieving traffic congestion on NW 57th Avenue (Red Road). In addition, NW 59th Avenue connects to NW 167th Avenue (the Palmetto Frontage Road), a corridor which may serve as an additional access point for motorists wishing to access the Expressway without traveling on NW 57th Avenue. The new roadway connection will also allow for a safer and more efficient bus route for the Town's local circulator bus, the "Moover". Furthermore, the Project will permit the Town to expand its new on-demand shuttle service, known as "Freebee". Currently, the on-demand service cannot access this industrial area due to the high-speed limit on the state road. The new roadway connection will allow for the Town to expand its on-demand service reach and utilize a safer, less congested route. Moreover, the Project's Complete Streets improvements will provide pedestrians and cyclists with safe access to this section of the Town, which was not previously achievable due to a lack of infrastructure. Conclusively, this Project will improve connectivity that supports a multi-modal transportation system and aligns with the goals and objectives of local and state transportation plans.



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Donation of 6100 NW 153 Street, from Miami-Dade County
Date: 5/1/2018

Recommendation:

It is recommended that the Town approve the resolution in support of Miami-Dade County (County) donating the property located at 6100 NW 153rd Street, to the Town of Miami Lakes (Town) as part of the Town's NW 59th Avenue roadway extension and redevelopment project.

Background:

The Town of Miami Lakes is requesting that Miami-Dade County donates the property located at 6100 NW 153rd Street as part of broader redevelopment effort of the NW 151/153 Corridor. The property is 61,927 square foot property and it is key to the redevelopment effort.

In conjunction with the NW 59th Avenue extension project, the overall project includes pedestrian and bicycle facilities, landscaping, and other amenities. Together with the infrastructure improvement that will bring more activity to the area, the intent is to reposition the corridor as a hub of commercial activity to the neighboring industrial districts to the north and south, and potential facilitate expansion and support to the life science industries located in both districts Zoned IU-C, Industrial Conditional. Attached as Exhibit A is a comprehensive outline of all of the proposed improvements, which are expected to cost about \$8 million.

The uses permitted on the property range from of mixture industrial uses to office, restaurant and other ancillary supportive uses. Notwithstanding FAA regulations, maximum height is currently limited to 35 feet by zoning. An overlay district is being contemplated to provide for a greater range of retail, personal service, and general commercial uses. The overlay district may also contemplate increased heights, FAA permitting.

The desire is to utilize the property in tandem with adjacent lots, to construct a signature building that facilitates the creation of the envisioned 151/153 commercial hub. Public Private Partnerships (PPPs) would be pursued with adjacent land owners to achieve an interconnected, pedestrian oriented urban commercial center, developed in the context of Complete Streets, that could capitalize on providing incubator spaces for life sciences (these have been designated by the Town as part of our economic priority), supply chain support

services, post primary education vocational training, and implementation of “We-Work” concepts (AKA flex office space). The signature building will also serve as a gateway to the district.

ATTACHMENTS:

Description

Resolution

Exhibit A

RESOLUTION NO 18 - _____

A RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA, TOWN COUNCIL, SUPPORTING MIAMI-DADE COUNTY'S DONATION OF PROPERTY LOCATED AT 6100 N.W. 153 STREET, MIAMI LAKES, FLORIDA TO THE TOWN OF MIAMI LAKES; PROVIDING FOR INSTRUCTIONS TO THE CLERK OR HER DESIGNEE; PROVIDING FOR INCORPORATION OF RECITALS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on October 6, 2015, the Town of Miami Lakes (the "Town") passed Resolution Number 15-1330 which adopted several strategies to address transportation issues facing the Town; and

WHEREAS, one of the strategies adopted was the extension of N.W. 59th Avenue South to Miami Lakes Drive; and

WHEREAS, in furtherance of this strategy, the Town is requesting Miami-Dade County to donate property on 6100 N.W. 153rd Street, Miami Lakes, Florida 33014; and

WHEREAS, the Town Manager believes it is in the best interest of the Town to support the donation 6100 N.W. 153rd Street, Miami Lakes, Florida 33014; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to support the 6100 N.W. 153rd Street, Miami Lakes, Florida 33014.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Providing for Instructions to the Town Clerk.** The Town Clerk is instructed to send a copy of this Resolution in support of the 6100 N.W. 153rd Street, Miami Lakes, Florida 33014.

Section 3. **Effective Date.** This Resolution shall be effective immediately upon adoption.

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY



**THE NW 59TH AVENUE
ROADWAY EXTENSION
AND REDEVELOPMENT
PROJECT**

Introduction:

The Town of Miami Lakes is known for its beautiful residential winding roads, lush landscape and extremely low crime rate. Occupying a land area of approximately 6.8 square miles, the Town is home to approximately 31,000 residents and over 1,700 businesses. Since incorporation in 2000, the Town has experienced significant growth and development.

Land use in the Town is predominantly low-density. The next most prevalent uses are light industrial and office parks, comprising 13% of the Town's area, and lakes and canals encompassing approximately 11% of the Town. Miami Lakes is approximately 94% built out, with only a small portion of the land remaining vacant and undeveloped. As a result, the Town's current and long-range planning efforts have shifted from a primarily growth management-related role to a larger focus on economic development and redevelopment; specifically, within the Town Center, business, and industrial districts on the east side of the Town.

The **NW 59th Avenue Roadway Extension and Redevelopment Project** includes the purchase of a 5.86-acre parcel from the Miami-Dade Aviation Department to design and construct a bridge and roadway improvement, extending NW 59th Avenue over the C-8 Canal (Canal #870609) south to NW 151st Street; the purchase of the bridge access point on NW 151st Street; development of storage facilities; and Complete Streets design and construction on NW 151st Street/NW 153rd Street to facilitate traffic flow at the bridge spine connection, thereby encouraging road users to utilize local mobility options and providing new and improved public access that will facilitate traffic congestion relief on the State Highway System (SHS) SR 823/NW 57th Avenue (Red Road). The Project boundaries are NW 59th Avenue from NW 153rd Street to NW 158th Street and along NW 151st/153rd Street, from Miami Lakeway North to NW 57th Court. The Project will provide enhance connectivity and Complete Streets mobility options for all users, as well as increased access to commerce, economic opportunities, and local jobs. This Project is included in the Town of Miami Lakes Adopted Comprehensive Plan, Strategic Plan and Transportation Plan. The Project will benefit the Town, neighboring jurisdictions, Miami-Dade County, and regional industries by providing essential north-south connectivity to access businesses and commerce located on and around NW 59th Avenue, relieving traffic congestion on the State Highway System (SHS) NW 57th Avenue (Red Road), improving public infrastructure which brings economic recovery and enhancement to vacant spaces, expanding economic development opportunities in this region, increasing access to businesses and commerce, and reducing the burden on the Miami Lakes population to travel outside Town boundaries to access local businesses, jobs, and services.

The SR 823/NW 57th Avenue Corridor additionally serves as the main connection route for which motorists are able to access SR 826/Palmetto Expressway. Opening a new connection on NW 59th Avenue will allow for local traffic to utilize NW 59th Avenue as an alternate route to access the Palmetto Expressway. The FDOT has a future programmed project along SR 826/Palmetto Expressway, which will improve highway connectivity at NW 57th Avenue and NW 167th Street by providing a Texas U-turn to travel south or west bound on the Palmetto Expressway. Motorist will be able to utilize NW 59th Avenue to access the Texas U-Turn without having to travel on NW 57th Avenue (SHS). In addition, local traffic can travel via NW 59th Avenue to access NW 167th Street and continue eastbound to the Palmetto Expressway. Thus, with the provision of these alternative routes traffic congestion will be diminished on the State Highway System (SHS).

Problem Statement (Why this area?):

While the Town has experienced significant growth and development, this portion of the eastside industrial area of Miami Lakes has remained untouched and does not conform with the Town's reputation. Currently, there is no north-south connectivity to access the industrial and commercial district located on and around NW 59th Avenue in the north-east sectional quadrant of the Town of Miami Lakes. This industrial and commercial area is home to several businesses located north of, but not connected to, the Town's central east-west corridor along NW 151st/153rd Street, connecting to NW 154th Street/Miami Lakes Drive. Motorists, bicyclists, employers, employees, and consumers must access the east side industrious area via the State Highway System (SHS) NW 57th Avenue, which further increases traffic congestion on this main road (Red Road). In addition, a significant vacant parcel is positioned between NW 59th Avenue and NW 57th Avenue, currently owned by the Miami-Dade Aviation Department. This parcel remains undeveloped and yields no economic growth nor job growth opportunities for the community or this industrious district.

Public and Private Partnerships (P3) Investment Opportunities**The Extent to which the Project will Encourage, Enhance, or Create Economic Benefits:**

One of the continuing trends in government contracting is the usage of public-private partnerships (P3s) as a way to build true collaborations between the public and private sector. This Project lends itself to P3 investment opportunities for redevelopment. With the acquisition of the parcel to connect NW 59th Avenue to 151st Street, there will be multiple opportunities for public-private partnerships. This Project reclaims an existing vacant field and revitalizes approximately 6-acres of land, providing revenue enhancement opportunities for businesses.

Currently, there are 383 businesses and approximately 6,579 employees within the north-south industrial and commercial district located on and around NW 59th Avenue. Unique businesses and organizations include the Miami Lakes Educational Center and Technical College, Nutri-Force Nutrition, Johnson & Johnson (Cordis Corporation of Cardinal Health cardiovascular healthcare industry), HeartWare Products and Technology, Biorep Technologies, Inc., Fastenal Industrial Supplier, Alexim Air and Ocean Cargo, Caterpillar, Aircraft Electric Motors, Inc., Complete Pharmacy & Medical Solutions, Nurse Care Inc. Home Health Care Agency, World Industrial Products, Inc., EE&G West Africa, LLC., Growing Days Childcare & Learning Center, and Future Force, Inc. Employment Agency to name a few. The construction of this bridge and roadway improvement will promote economic diversification by expanding mobility opportunities for consumers, employees, employers, and regional industries to access jobs in the education, manufacturing, energy, health, aviation, and technology industries.

Town Center:

The Graham Companies is currently in the process of developing 18 acres of land located off Ludlum Road/NW 67th Avenue and Main Street (just west of the proposed project area), including 400 residential units and approximately 150,000 square feet of commercial space. Town Center is designed to be a pedestrian-friendly development that will connect the existing Main Street business district across Ludlum Road; giving Miami Lakes a true sense of place – a unique, recognizable character that the vast majority of suburbs lack. Town Center intends to encourage economic development and ensure that Miami Lakes remains vibrant by catering to the growing

demographic and lifestyle preferences. Between the Town and private developers, over \$90 Million-dollars will be invested into the Town's Main Street/Town Center district located just west of the proposed Project.

Town of Miami Lakes Youth Center at Picnic Park East:

As part of its Strategic Plan, the Town funded the construction of a new 4,000-square-foot facility, nicknamed "The Spot." The Spot features multipurpose activity rooms and a classroom area for afterschool educational programs and tutoring. In addition, the Town's Picnic Park East was revitalized and includes an outdoor patio area with a half basketball court and a new state-of-the-art playground. The Spot has enabled the Town to expand its after school programs, provide a safe place for its youth and teens to meet, and offer a beautiful park space with picnic shelters for rent to all its residents, representing a \$1.2 Million-dollar investment.

Infrastructure Investments by the Town of Miami Lakes

Special Characteristics of the Project/Incorporation of Complete Streets:

The NW 59th Avenue Roadway Extension and Redevelopment Project will include 11 ft. travel lanes, 6ft. bike lanes, and 8 ft. sidewalks which will be separated from the roadway by a 5 ft. swale, incorporating Complete Streets design to enable safe access for all users, including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. The Project will connect all users to the NW 151st/153rd Street corridor, which is envisioned to become the Town's Main Street East Business District.

Additional Complete Streets Infrastructure in the Project Areas:

The Town secured a \$1 million FDOT Transportation Alternative Program (TAP) Grant to design and construct ADA accessible sidewalks, safe pedestrian crossings, and bicycle lanes along NW 60th Avenue, from NW 139th Street to NW 154th Street (Miami Lakes Drive). This project will enable safe access for road users, including pedestrians, bicyclist, motorist and transit riders south of Miami Lakes Drive.

NW 59th Avenue Complete Streets Project (Located North of the Project):

The Town secured a \$1 million FDOT Transportation Alternative Program (TAP) Grant to design and construct safe pedestrian sidewalks and bicycle lanes, from NW 154th Street to NW 167th Street, on NW 59th Avenue. This project will provide access to public transportation and connect residents to the adjacent commercial and business centers, as well as the Miami Lakes Educational Center. In addition, the NW 59th Avenue Roadway Extension and Redevelopment Project will align with this project by providing the necessary bridge connection for the 383 businesses and over 6,579 employees in this industrious area.

Opportunities/Benefits:

The desire of this new district will be to continue the extension of the Main Street Business District; connecting the existing Main Street mixed-use development to the newly constructed Town Center, extending to the proposed Main Street East which lies between the Town's two major industrial corridors. Redevelopment and revitalization of this area would only enhance that potential and mirror the existing commercial districts within the Town. The timing of the project also presents an opportunity to capitalize on redevelopment projects underway at the Miami-Opa

Locka Executive Airport (OPF) including the AVE Aviation and Commerce and Carrie P. Meek International Business Park developments; which are situated adjacent to the Town's eastern border. This project will not only benefit the Town, but also neighboring jurisdictions, and Miami-Dade County by improving public infrastructure; bringing economic recovery and enhancement to vacant spaces, increasing access to businesses and commerce, and expanding economic development opportunities in this region.

Coordination with the Federal Aviation Administration (FAA) and the Miami-Dade Aviation Department (MDAD):

South of the canal is vacant property owned by Miami-Dade County Aviation Department (MDAD). The Town intends to acquire the 5.86-acre vacant parcel valued at approximately \$2.5 million from the MDAD to construct the project. The property owned by MDAD is adjacent to the Runway Protection Zone (RPZ) for runway 9L-27R at the Miami-Opa Locka Executive Airport (OPF). Regarding the practicability to extend NW 59th Avenue, the largest obstacle is right-of-way acquisition. The proposed extension of NW 59th Avenue would stretch the existing roadway south over the canal and through the property owned by MDAD to provide a direct connection to NW 151st Street. To successfully proceed, the project would require right-of-way acquisition from MDAD and adjacent property owners. Although, the proposed location of the project is primarily within undeveloped land in the Town. Construction within these properties and specifically the building of the bridge would require temporary construction permits to allow for cranes to be utilized near the RPZ. The completed roadway would include lighting to meet Miami-Dade County Zoning Code height requirements which would also be associated with the temporary permits and review of height requirements for lighting near the RPZ.

A preliminary meeting was held with MDAD Aviation Planning Division to discuss the extension of NW 59th Avenue on May 25th, 2016. The MDAD Aviation Planning Division advised that per Federal Aviation Administration (FAA) requirements, documentation must be submitted to MDAD Aviation Planning Division for review to proceed with design and permitting of this project. Following MDAD Aviation Planning Division's review, the documentation would be submitted by MDAD Aviation Planning Division to the FAA for final approval. Thus, the Town submitted a **Federal Aviation Administration Runway 9L-27R RPZ Analysis** to the MDAD Aviation Planning Division for review. The Analysis was approved by the MDAD and the FAA.

Coordination with the South Florida Water Management District (SFWMD):

The existing alignment of NW 59th Avenue positions the bridge at approximately a forty-five-degree angle over the Biscayne Canal C-8 (Canal # 870609) to maximize the distance between the RPZ and the proposed alignment. NW 59th Avenue is a two-lane roadway running north and south within an industrial zoned area of the Town. The existing roadway is bordered to the north by NW 167th Street and to the south by the Canal which is under the authority of South Florida Water Management District (SFWMD).

In December 2016, Town Consultants met with the South Florida Water Management District (SFWMD) to discuss the project. The SFWMD reviewed the conceptual documents and did not raise any concerns with the Town installing a bridge over the Biscayne Canal C-8. Through coordination with SFWMD, it is understood that the SFWMD and the U.S. Army Corp of Engineers will require review of the design plans to allow for the bridge construction over the

canal. The SFWMD will require a right-of-way and environmental resource permit, as well as, a section 408 review from the Army Corp of Engineers. The remaining roadway area falls under the authority of Miami-Dade County which will require Department of Regulatory and Economic Resources, Traffic, and Public Works permits. Preliminary discussions have been held with the SFWMD and the County. These permits for the project are obtainable and not of concern.

County Owned Parcel at 6100 NW 153rd Street Redevelopment Initiative:

The Town intends to acquire a County-owned parcel that is located in the center of the project boundaries that has been vacant for more than a decade; valued at approximately \$1.2 million, and the bridge access connecting point on NW 151st Street valued at approximately \$1 million. The Miami Lakes business community is comprised of large scale firms, small professional service firms (attorney, CPA, consultants, etc.), and is also home to more life-science related businesses than any other municipality in Miami-Dade County. Given the growing market trend for shared workspace/incubator concepts, the Town feels this will be an excellent site for developers.

The acquisition of 6100 NW 153rd Street is a part of the broader redevelopment effort of the NW 151st/153rd Corridor. In conjunction with the NW 59th Avenue Roadway Extension, the intent to reposition the corridor as a hub of commercial activity to the neighboring industrial districts to the north and south, and potential facilitate expansion and support to the life science industries located in both districts. Currently owned by Miami-Dade County, this 60,000 square foot property is seen as key to that effort.

Zoned IU-C, Industrial Conditional, the uses permitted on the property range from of mixture industrial uses to office, restaurant, and other ancillary supportive uses. Notwithstanding FAA regulations, maximum height is currently limited to 35 feet by zoning. An overlay district is being contemplated to provide for a greater range of retail, personal service, and general commercial uses. The overlay district may also contemplate increased heights, FAA permitting.

The desire is to utilize the property in tandem with adjacent lots, to construct a signature building that facilitates the creation of the envisioned 151st/153rd Street commercial hub. Public-Private-Partnerships (PPPs) would be pursued with adjacent land owners to achieve an interconnected, pedestrian oriented urban commercial center, developed in the context of Complete Streets, that could capitalize on providing incubator spaces for life sciences, supply chain support services, post primary education vocational training, and implementation of “We-Work” concepts (AKA flex office space). The signature building will also serve as a gateway to the district.

Creation of Zoning Overlay and Comp Plan Amendment:

Similar to the Town Center District overlay, the Town intends to explore the creation of development regulations to encourage redevelopment of the district and facilitate a more efficient and effective development review process. The provisions will aim to encourage redevelopment of the district at a scale that is pedestrian compatible. With the acquisition of the 6100 NW 153rd Street, the County owned land on NW 151st Street (parcel to connect the access point for the NW 59th Avenue Roadway Extension) and surplus acreage from the acquisition of the airport property, there will be multiple opportunities for public-private partnerships (P3) in this area.

Funding Partnerships:

In 2015, residential and commercial surveys were conducted by the Town as part of its Strategic Planning process. The survey results indicated that traffic congestion is considered by both residents and businesses to be the most important issue in the Town. Through this survey, the Town recognized that assuring adequate mobility for residents, employees, businesses, and visitors requires a focus on all modes of transportation. Thus, the Town Council directed Town Staff to facilitate a Transportation Summit to formulate solutions to the Town's transportation challenges in a comprehensive manner. The Transportation Summit included the participation of all relevant transportation agencies and identified several key strategies to improve transportation and the distribution of traffic flow in Miami Lakes. Subsequent to the Summit, the Town Council Approved Resolution No. 15-1330 to address the transportation and mobility challenges through identified strategies. One of the identified strategies was to "Extend NW 59th Avenue south to Miami Lakes Drive". The Town Manager was directed by the Town Council via this Resolution to pursue grants for planning services and for design/construction of infrastructure consistent with these strategies, and to recommend budget provisions necessary to implement these strategies. The NW 59th Avenue Roadway Extension and Redevelopment Project estimated cost is \$8 million. The Town will secure local matching opportunities through public-private partnerships (P3s) and the 5-Year Capital Improvement Plan.

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The Town has successfully secured grant funding and meaningful partnerships in the proposed Project area through the Florida Department of Transportation (FDOT) Transportation Alternative Program (TAP) as follows:

- I. NW 60th Avenue Business Park East Project to incorporate Complete Streets principles on NW 60th Avenue, from NW 139th Street to Miami Lakes Drive (\$1 million).
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Both the NW 60th Avenue Business Park East and NW 59th Avenue Complete Streets projects complement the proposed NW 59th Avenue Roadway Extension and Redevelopment Project, providing alternative mobility options and increased access to public transportation, educational and technical centers, job opportunities, commercial destinations, and manufacturing industries, thereby bridging the economic gap between this district's north to south residential, commercial and industrial populations.

State, Metropolitan and the Miami Lakes Transportation Plans Alignment and Safety:

The NW 59th Avenue Roadway Extension and Redevelopment Project aligns with the goals identified in the Florida Transportation Plan (FTP), Miami-Dade Long Range Transportation Plan (LRTP), the Town's local Comprehensive Plan, and the Town's Strategic Plan.

The Table below illustrates the goals and policies between each of the state, regional, and local plans that align with the Project.

Florida Transportation Plan	Miami-Dade L RTP	Miami Lakes Comprehensive Plan	Miami Lakes Strategic Plan
Safety and Security for Residents, Visitors, and Businesses	Improve System and Travel	Development of a safe, convenient, effective and sustainable transportation network and support infrastructure that supports multimodal mobility.	Enhance Mobility – Easier Vehicular and Non-Vehicular Transportation
Efficient and Reliable Mobility for People and Freight	Increase Safety	Development of a street system designed to fulfill the civic, social and mobility roles of each street, including providing infrastructure to promote and encourage all modes of transportation, and reduce reliance on single occupant vehicles.	Improve transit and pedestrian mobility
More Transportation Choices for People and Freight	Support Economic Vitality	Maintain and enhance the pedestrian and bicycle system within the Town to provide easy access to all areas of Miami Lakes for walkers, runners and bicyclists, in a safe and efficient manner.	Improve distribution of traffic flows
Transportation Solutions that Support Quality Places to Live, Learn, Work, and Play	Enhance Connectivity	Take targeted actions to ease traffic congestion and make the most efficient use of the existing vehicle transportation network.	Enhance Economic Development and Community Hubs

The main elements found in each of these plans focuses on promoting enhanced transportation choices, increasing economic development, improving transportation network connectivity, and enhancing public safety. The NW 59th Avenue Roadway Extension and Redevelopment Project complements each of these goals.

Improve System/Travel and Increase Safety:

The goals of improving transportation choices and enhancing public safety are addressed by the incorporation of Complete Streets elements with this project. The typical section of the roadway extension on NW 59th Avenue proposes to incorporate 11 ft. travel lanes, 6ft. bike lanes, and 8 ft. sidewalks which will be separated from the roadway by a 5 ft. swale. In addition, the project will enhance the Complete Streets network along the NW 151st/153rd Street corridor, which currently lacks adequate pedestrian and bicycle infrastructure. In addition, the SHS NW 57th Avenue provides only a sidewalk on the eastside of the corridor, lacks bicycle infrastructure, and has a designated speed limit of 45 MPH, creating an unideal environment for safe pedestrian and bicycle mobility. The proposed Complete Streets improvements contained within the NW 59th Avenue Roadway Extension and Redevelopment Project, coupled with the Town's previously funded FDOT TAP Grant project on NW 59th Avenue, will provide a safe alternate route for pedestrians and cyclists to access numerous businesses along NW 57th Avenue without having to travel on the high-speed corridor. Collectively, these improvements are designed to create a sound multi-modal network to provide mobility options, enhance access to public transportation, relieve traffic congestion on the SHS, provide safe public infrastructure, and improve the quality of life for all people traveling alternate modes of transportation.

Transportation Choices for People that Supports Economic Vitality:

A significant goal found in each of planning documents focuses on creating and enhancing economic vitality in the region. Town consultants conducted a preliminary Economic Impact Study for the Project to identify the extent to which the proposed improvements may encourage, enhance,

and create economic benefits; as well as, foster innovative public-private partnerships and attract private debt or equity to investment. Based on the Study, the two primary elements upon which the proposed Project will support economic benefits are through increased property values and enhanced retail sales. The properties impacted by the various street improvements total 2.7+ million square feet of built space, with a current total assessed value of \$226 million. As a result of potential bridge/roadway improvements, the total assessed value of the affected properties increases by \$6.9 million to \$11.3 million, resulting in an estimated \$16,000 to \$26,000 in additional annual tax revenue to the Town of Miami Lakes. In addition, the impact on retail sales from the proposed bridge and roadway improvements potentially increase sales within the specified area by an aggregated \$2.5 million to \$7.3 million. At the statewide level, this represents a net increase in retail sales tax of roughly \$150,000 to \$440,000, of which between roughly \$12,500 to \$37,000 could flow to the Town of Miami Lakes annually based upon a 0.5 percent sales tax revenue share. Thus, this Project supports economic vitality by increasing property values, enhancing retail sales, increasing tax revenues, creating additional jobs, and attracting public-private-partnerships (P3) through diverse redevelopment opportunities.

Enhance Connectivity:

This Project will improve connectivity to the transportation network. The new roadway extension will connect the Town to the populous NE business commercial/industrial area. Presently, the only way to access this commercial and business area is to travel on the SHS NW 57th Avenue. The creation of this bridge connection is expected to provide an alternate route for inter-town trips and decrease vehicular traffic on the SHS, thereby relieving traffic congestion on NW 57th Avenue (Red Road). In addition, NW 59th Avenue connects to NW 167th Avenue (the Palmetto Frontage Road), a corridor which may serve as an additional access point for motorists wishing to access the Expressway without traveling on NW 57th Avenue. The new roadway connection will also allow for a safer and more efficient bus route for the Town's local circulator bus, the "Moover". Furthermore, the Project will permit the Town to expand its new on-demand shuttle service, known as "Freebee". Currently, the on-demand service cannot access this industrial area due to the high-speed limit on the state road. The new roadway connection will allow for the Town to expand its on-demand service reach and utilize a safer, less congested route. Moreover, the Project's Complete Streets improvements will provide pedestrians and cyclists with safe access to this section of the Town, which was not previously achievable due to a lack of infrastructure. Conclusively, this Project will improve connectivity that supports a multi-modal transportation system and aligns with the goals and objectives of local and state transportation plans.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Charter Amendment regarding Term Limits
Date: 5/1/2018

Recommendation:

In accordance with Section 2.3 of the Town Charter, pertaining to term limits, Councilmembers and the Mayor are limited to two consecutive, four year terms of office.

At the March 6, 2018 Regular Council Meeting, stemming from a new business item brought by Councilmember Ceasar Mestre, the Council instructed the Town Attorney to draft the attached Resolution increasing term limits from 2 to 3.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 18-____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PROVIDING FOR SUBMISSION TO THE ELECTORS FOR APPROVAL OR DISAPPROVAL OF A PROPOSED CHARTER AMENDMENT; PROVIDING THE REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO THE ELECTORATE; CALLING A SPECIAL ELECTION ON THE PROPOSED AMENDMENTS TO THE TOWN CHARTER TO BE HELD ON NOVEMBER 6, 2018; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Miami Lakes (the “Town”) Council recognizes the need to provide the Town with the opportunity to retain seasoned and competent Council Members; and

WHEREAS, in order to achieve this goal, the Town Council submits the following Charter Amendment to the electors of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. **Recitals.** The foregoing Recitals are true and correct and incorporated herein by this reference.

Section 2. **Charter Amendments.** That pursuant to Section 7.4 of the Town Charter and Section 5.03 of the Miami-Dade County Charter, the Town Charter of the Town of Miami Lakes, Florida is hereby amended by amending the title to Section 2.3 (d) as follows¹:

¹ Proposed additions to existing Town Charter text are indicated by underline; proposed deletions from existing Town Charter text are indicated by ~~strike through~~. Omitted portions of this ordinance are shown as “* * *”.

Section 2.3 – Election and Term of Office.

“* * *”

(d) *Term of Office.* No person shall serve as Mayor or as a Councilmember for more than ~~two (2)~~ three (3) consecutive terms. ~~Notwithstanding the above, if elected to a term of office prior to the 2010 election, the Mayor or Councilmembers may serve for a period of an additional two (2) three (3) terms, if re-elected, commencing at the conclusion of the term currently being served.~~ If the Mayor or Councilmember is elected or appointed to fill a partial term in office as the result of a vacancy during a term of office pursuant to Section 2.5 of the Charter and the remainder of the term to which such person is elected or appointed is less than two years, then her or she may serve for two additional terms. If the term of said appointment or election to fill said vacancy is equal to or greater than two years, such person may serve one additional term.

Section 3. Election Called. That an election is hereby called, to be held on Tuesday, the 6th day of November 2018, to present to the qualified electors of the Town of Miami Lakes the ballot question provided in Section 4 of this Resolution.

Section 4. Form of Ballot. The form of ballot for the Charter Amendment provided for in Section 2, of this Resolution shall be as follows:

AMENDING SECTION 2.3 (d) OF THE TOWN CHARTER IN ORDER TO EXTEND TERM LIMITS

The Town Charter currently allows the Mayor and Councilmembers to serve two (2) consecutive four (4) year terms in office. The proposed charter amendment increases the existing two (2) consecutive four (4) year term limit to a three (3) consecutive four (4) year term limit.

Shall the above described amendment be adopted?

Yes []

No []

Section 5. Ballot; Notice; Copies

- a. Balloting shall be conducted on Tuesday, November 6, 2018, between the hours of 7:00AM and 7:00 PM, at the regular polling places provided for Town elections. Absentee balloting shall be available as authorized by law. Early voting pursuant to Section 101.657 of Florida Statutes shall be provided. All qualified Town electors who are timely registered in accordance with law shall be entitled to vote. The Town Clerk is authorized to obtain any necessary election administration services from the Miami-Dade County Supervisor of Elections. The County registration books shall remain open at the Office of the County Supervisor of Elections until the date at which the registration books shall close in accordance with the provisions of the general election laws. The Town Clerk, with necessary assistance from Miami-Dade County Supervisor of Elections, is hereby authorized to take all appropriate actions necessary to carry into effect and accomplish the electoral provisions of this Resolution. This Special Election shall be canvassed by the Town Clerk in accordance with any applicable provisions of the general election laws of the State or County. The Town Clerk is hereby authorized to take any action which is necessary or expedient to implement this section or to comply with any applicable law.
- b. That notice of said election shall be published in accordance with Section 100.342, Florida Statute, in a newspaper of general circulation within the Town at least 30 days prior to said election, the first publication to be in the fifth week prior to the election (to-wit: during the week commencing Sunday, September 30, 2018), and the second

publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, October, 14, 2018), and shall be in substantially the following form:

“NOTICE OF ELECTION”

PUBLIC NOTICE IS HEREBY GIVEN THAT PURSUANT TO RESOLUTION NO. _____ DULY ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, (THE “TOWN”), A SPECIAL ELECTION HAS CALLED AND ORDER TO BE HELD WITHIN THE TOWN ON TUESDAY NOVEMBER 6, 2018, BETWEEN THE HOURS OF 7:00 A.M. AND 7:00 P.M., AT WHICH TIME THE FOLLOWING CHARTER AMENDMENT PROPOSALS SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN.

AMENDING SECTION 2.3 (d) OF THE TOWN CHARTER IN ORDER TO EXTEND TERM LIMITS

The Town Charter allows the Mayor and Councilmembers to serve two (2) consecutive four (4) year terms in office. The proposed charter amendment increases the existing two (2) consecutive four (4) year term limit to a three (3) consecutive four (4) year term limit.

Shall the above described amendment be adopted?

Yes []

No []

- c. Copies of this Resolution proposing the Charter Amendments are on file at the office of the Town Clerk located at Town of Miami Lakes 6601 Main Street, Miami Lakes, Florida 33014, and are available for public inspection during regular business hours.

Section 6. Effectiveness of Charter Amendment.

A. That each of the Charter Amendments which are provided for in Sections 2 and 4 above shall become effective only if the majority of the qualified electors voting on the specific Charter Amendment vote for its adoption and each shall be considered adopted and effective upon certification of election results.

B. That the Town Attorney is authorized to revise the Charter to the extent necessary to assure that the amendment adopted conforms to and is properly included in the publication of the revised Town Charter. Further, the Town Attorney is authorized to reflect and implement such revisions of the Charter, including the revision of transitional provisions, to the extent necessary to assure that the amendment adopted conforms to all remaining Charter provisions.

C. That following the adoption of the Charter Amendment, the Town Clerk shall file the adopted Charter Amendment with the Clerk of the Circuit Court of Miami-Dade County, Florida.

Section 7. **Inclusion in the Charter.** Subject to the requirements of Section 6. above it is the intention of the Town Council and it is hereby provided that the Charter Amendment shall become and be made a part of the Charter of the Town of Miami Lakes that the Sections of this Resolution may be renumbered or re-lettered to accomplish such intention.

Section 8. **Severability.** That the provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand, notwithstanding the invalidity of any part.

Section 9. **Effective Date.** This Resolution shall take effect immediately upon adoption.

THIS SPACE INTENTIONALLY LEFT BLANK

Passed and adopted this _____ day of _____, 2018.

The foregoing resolution was offered by _____ who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Frank Mingo	_____
Councilmember Luis Collazo	_____
Councilmember Timothy Daubert	_____
Councilmember Ceasar Mestre	_____
Councilmember Nelson Rodriguez	_____
Councilmember Marilyn Ruano	_____

Manny Cid
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor & Councilmembers
From: Honorable Mayor Manny Cid
Subject: First Miami Lakes Social Media Q&A
Date: 5/1/2018

Recommendation:

I would like to get approval to organize the first TOML Social Media Q&A session. We would go live on Facebook Live, Twitter-Periscope and Instagram Live. We can also use Google+ Hangout.

Residents can ask us questions in real time and get answers in real-time. I believe these types of initiatives continue to help create trust in our community. We would ideally coordinate the Q&A for late May.

The Q&A session is in line with our Strategic Plans Guiding Principles: 3. We will be open and transparent, and solicit as much input as possible from our stakeholders 4. Communicate, communicate and when in doubt, communicate again.

This is also in the plans Strategic Goals and Objectives under: Achieve Better Communication, Transparency, and Public Participation on all issues. "As our Town and technology continue to evolve, we must establish a variety of mechanisms that will enable us to remain in constant communication with our residents." "To create a sustained level of openness and accountability between government and its residents, the town will strive to incorporate the values of transparency, participation and collaboration."

Fiscal Impact: TBD



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Honorable Councilmember Tim Daubert
Subject: Town Manager Selection Process
Date: 5/1/2018

Recommendation:

I kindly request a discussion with the Town Council pertaining to the Town Manager Selection process and ordinance to ensure we select a top candidate for the position of Town Manager of Miami Lakes.

*This item requires the waiver of the Section 7.3 of the Special Rules of Order of the Town of Miami Lakes.

Fiscal Impact: None



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Tim Daubert
Subject: League of Cities Gala
Date: 5/1/2018

Recommendation:

I would like to discuss the option of funding a table for the League of Cities Gala.

*This item requires the waiver of the Section 7.3 of the Special Rules of Order of the Town of Miami Lakes.

Fiscal Impact: \$1,500.00 -Members



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Miami Lakes Sports Hall of Fame Committee Selection Report 2018
Date: 5/1/2018

Recommendation:

I recommend that the Town Council approve the finalists nominated by the Town of Miami Lakes Sports of Fame Committee to be inducted as the second class (2018) into the Town's Sports Hall of Fame housed in the Miami Lakes Optimist Clubhouse.



Town of Miami Lakes Memorandum

To: Mayor & Councilmembers
From: Alex Rey, Town Manager
Subject: Undergrounding FPL in Lake Patricia
Date: 5/1/2018

Recommendation:

Please see the attached report.

ATTACHMENTS:

Description

Underground Utility Conversion Report



Lake Patricia and Lake Katherine

Underground

Utility Conversion



Kimley»Horn
Expect More. Experience Better.



What is it?



Before After

A satellite image of a large hurricane or tropical storm over the ocean. The storm has a well-defined eye and spiral cloud bands. The text "Why Do it?" is overlaid on the image in a large, white, sans-serif font. The word "Why" is white, "Do" is red, and "it?" is white.

Why Do it?



Why Do it?

Increases Reliability

Increases Safety

Increases Community Aesthetics

Creates a More Resilient Community

Have other communities
done this?

Village of Key Biscayne

Daytona Beach Shores

Ormond
Beach

Long
Boat
Key

Holly Hill

Town of Palm Beach

Golden Beach

Lake Worth

Palm
Beach
Shores

South Daytona

Jupiter Inlet
Colony

Sunny Isles Beach

Gulfstream

Miami
Beach

Daytona
Beach

Pompano
Beach

Hollywood
Beach

Town of Jupiter Island

The background of the slide is a grayscale photograph of a utility pole with several power lines stretching across the frame. To the right, there are large, leafy trees. The sky is filled with soft, white clouds. The overall tone is muted and professional.

Things to Consider

Pros/Cons
Construction Impacts
Capital Cost
Funding and Financing

Pros and Cons

A recent FPL report showed that on average, over the course of a year:

- Overhead customers were without power for 108.1 minutes, compared to 19.4 minutes for underground customers (82% improvement).
- Overhead customers had 1.35 service interruptions, compared to 0.40 for underground customers (70% improvement).
- Outages lasted 80.0 minutes for overhead customers, compared to 48.7 for underground customers (39% improvement).
- To completely resolve an outage for all affected customers, it took 161 minutes for an overhead system, compared to 205 minutes for an underground system.

Pros and Cons

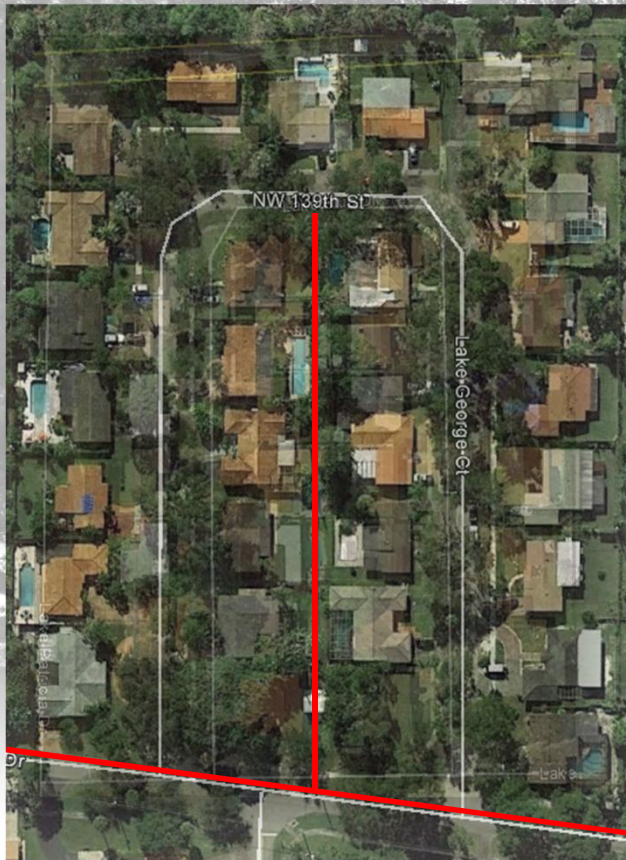
- Underground systems generally are more aesthetically pleasing.
- Animal and human contact with electrified parts is less common with underground systems.
- Underground systems are less susceptible to wind-related damage.
- Underground systems can be more susceptible to flood-related damage.
- Underground outages typically take longer to fully restore, but many customers can be brought back online before the repairs are complete because systems are looped.
- Like all construction projects, there will be impacts to the community when the system is being built.

Lake – no impact to project

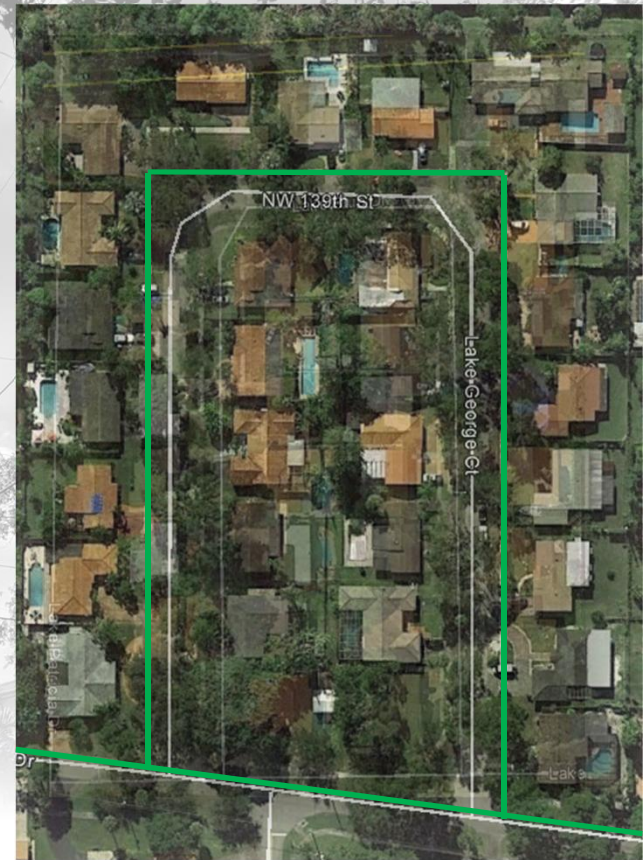
Pros and Cons

- Underground systems generally are more aesthetically pleasing.
- Animal and human contact with electrified parts is less common with underground systems.
- Underground systems are less susceptible to wind-related damage.
- Underground systems can be more susceptible to flood-related damage.
- Underground outages typically take longer to fully restore, but many customers can be brought back online before the repairs are complete because systems are looped.
- Like all construction projects, there will be impacts to the community when the system is being built.

Overhead vs. Underground Design



Existing - Overhead Radial



Proposed - Underground Loop

Construction Phase



Directional Boring



Open Cut Trench

Construction Phase



Equipment Pad Installation



Wire Terminations

Construction Phase



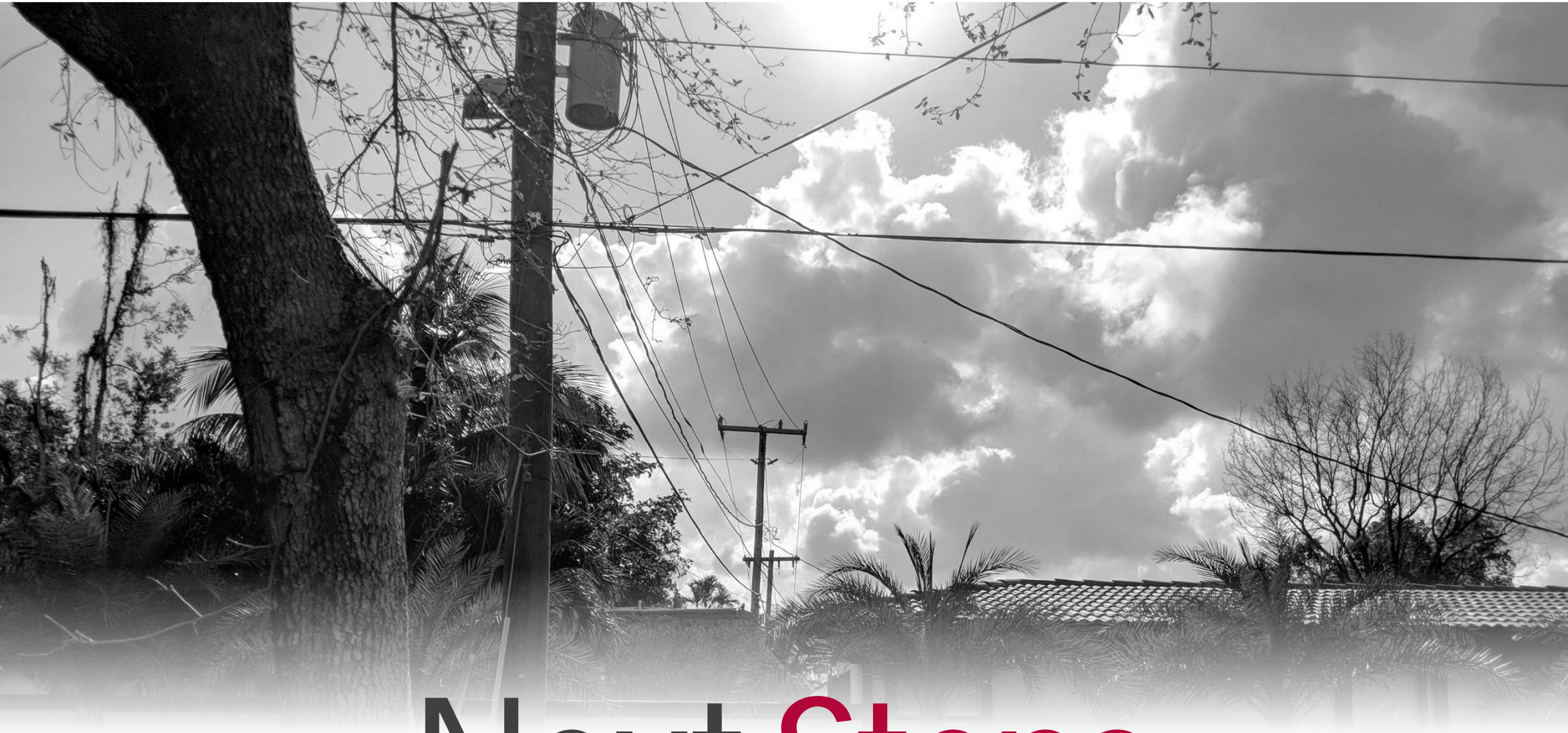
Service Installation



Pavement Restoration/Pole Removal

Anticipated Cost

Total Cost of Conversion:
\$12 million to \$15 million



Next Steps



Next Steps

Kimley»»Horn

Expect More. Experience Better.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Town Manager Monthly Police Activity Report
Date: 5/1/2018

Recommendation:

Please see attached reports.

ATTACHMENTS:

Description

TML Monthly Crime Report

TML Monthly Town Council Meeting Crime Report February 2018



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2018 - Mar 31, 2018



095 - TOWN OF MIAMI LAKES

	2017 LYTD	2018 YTD	YTD % Change	Difference
01 Homicide	0	0	/0	0
02 Forcible Sex Offenses	1	0	-100.00%	-1
03 Robbery	1	3	200.00%	2
04 Larceny (Over)	37	32	-13.51%	-5
05 Auto Theft	20	25	25.00%	5
06 Burglary Commercial	5	1	-80.00%	-4
07 Burglary Residential	9	6	-33.33%	-3
08 Aggravated Assault	3	0	-100.00%	-3
09 Aggravated Battery	1	0	-100.00%	-1
TOTAL:	77	67	-12.99%	-10

/0 - Indicates that Percent Change formula cannot be divided by zero



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Report Filters



Incident Date Range: Jan 01, 2018 - Mar 31, 2018

Division:

Agency: 095

Grids:

For Agricultural Patrol Section: N

Exclude UNFOUNDED cases

Exclude AOA's

Report Written = 'Y'

CAS Package



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

March, 2018

Section 1 – COMPSTAT CRIMES

Crime	Auto Theft (25 incidents as of 3/31/2018. Date of last incident 3/28/2018)
Statistical Info	Up 5 as opposed to prior year to date
Trends	Vehicles stolen from apartment complex parking lots.
Action Taken	<ul style="list-style-type: none"> • Officers have been assigned directed patrols and are directed to remain highly visible at the various apartment and townhome complexes, commercial plazas, and hotels in their respective areas. • Current auto theft information as well as BOLOs and Informational flyers are regularly shared with the TML Officers. • Patrol Details scheduled as needed for increased police visibility.
Crime	Robbery – (3 incidents YTD. Date of last incident 02/12/2018)
Statistical Info	Up by 2 as opposed to PYTD
Trends	<p>No identifiable trends.</p> <p>Recent incident is domestic related. Victim and subject are married but separated. The victim was in the parking lot of her apartment complex when the subject approached, began to argue, and then snatched the purse off of the victims shoulder and fled.</p>
Action Taken	<ul style="list-style-type: none"> • Officers have been assigned directed patrols and are requested to remain highly visible and proactive in their assigned areas. Special attention at the commercial plazas and apartment complexes in their respective areas.



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

March, 2018

Section 2 – SIGNIFICANT ARRESTS-INCIDENTS

ARRESTS

Day / Date / Time	Tuesday 3/6/2018 / 11:30 pm
Location	149 Terrance NW 89 Avenue

On Tuesday, March 6, 2018, at 11:30 p.m., officers responded to a vehicle burglary in progress and subsequently detained a subject matching the dispatched description. A Sergeant located and detained the juvenile subject who was in possession of a 9mm firearm. Investigation revealed that he had burglarized two unlocked vehicles in the area, stealing a 9mm firearm from one and a phone charging cord from another. The subject was arrested transported to the Juvenile Assessment Center.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney's Reports
Date: 5/1/2018

Recommendation:

There are currently several matters being litigated by the Town of Miami Lakes. Some of these matters are being referred to our insurance carrier to mitigate the Town's legal expense. This report will highlight the active files, and a report of expenses incurred to date.

Background:

MICHAEL PIZZI JR. v. TOWN OF MIAMI LAKES

(Criminal Matter)

New bills have been received and approved in the amount of \$32,946.00 which includes work performed through the month of April 2018. Partial reimbursement will be requested from the insurance carrier.

On April 24, 2018, the Court dismissed Mr. Michael Pizzi's Second Amended Complaint. The Court's third a most recent dismissal of Mr. Pizzi's Complaint was with prejudice. Mr. Pizzi has appealed the Court's ruling.

GENERAL LITIGATION

The following are current miscellaneous matters. There are several routine foreclosures currently being handled, however there are no significant expenditure to report. There are three general matters that are current, and remain from the previous month which include: that some of which include:

JUAN VALIENTE v. TOWN OF MIAMI LAKES:

Currently in litigation. Matter is being handled by the Town's insurance carrier. Additional costs in the coming months are likely.

SANCHEZ RADIOLOGY v. TOWN OF MIAMI LAKES:

Matter remains pending, there has been no activity. The issue in the lawsuit is expected to be moot, as they now have a certificate of occupancy.

LEMKE v. TOWN OF MIAMI LAKES:

Matter is undergoing settlement negotiations. There may be some expenditure as matter is wound up.