

TOWN OF MIAMI LAKES, FLORIDA

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AGENDA
Regular Council Meeting
April 3, 2018
6:30 PM
6601 Main Street
Town Hall
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:**

Public Safety Committee Report.

Neighborhood Improvement Committee Report

10. CONSENT CALENDAR:

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**

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)

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)

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)

This is a companion item to the Safe Routes to School Construction Award.

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)

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)

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)

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. (Gastesi)

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. (Collazo)

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. (Rey)

***This item requires waiver of the four-day rule, in accordance with Section 7.3 of the Special Rules of Order of the Town of Miami Lakes.**

13. NEW BUSINESS:

- A. School Safety Town Hall Meeting (Ruano, Collazo)**
- B. One for One Regulation Reduction (Mingo)**
- C. Police Resources (Cid)**
- D. Support of Give A Ball, Spread the Love Program (Rodriguez)**
- E. Review and Update of Employee Discrimination and/or Harassment Policy (Mingo)**
- F. Charter Members Evaluation (Cid)**
- G. Town Hall Meeting on Schools Safety and Security (Rodriguez, Collazo)**

14. MAYOR AND COUNCILMEMBER REPORTS:

- A. Report on Police Mental Health Collaboration Project: Strategic Mapping Meeting Planning (March 20, 2018) (Collazo)**

15. MANAGER'S REPORT:

- A. Comprehensive Annual Financial Report (CAFR) FY2017 Presentation**
- B. Town Manager Monthly Police Activity Report**
- C. Social Media Strategy**
- D. Funding allocation to improve school cameras at Bob Graham Education Center & Miami Lakes K-8 Center**
- E. Loch Lomand Special Taxing District**
- F. Town Manager's Vacation**

16. 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: Public Safety Committee
Subject: Public Safety Committee Report
Date: 4/3/2018

Recommendation:

Please see attached report.

ATTACHMENTS:

Description

PSC Report

Town of Miami Lakes
Public Safety Committee
Report to the Town Council
April 3, 2018

MISSION STATEMENT: *The Public Safety Committee works with local residents, businesses and the Police and Fire Department to organize and develop local crime watch programs and provide opportunities for public safety awareness and education.*

MEMBERSHIP:

Name	Committee Position	Nominated By:
Lynn Matos	Chair	Councilwoman Marilyn Ruano
Omar Gonzalez	Vice Chair	Councilman Tim Daubert
Carlos Duque	Secretary	Mayor Manny Cid
Nancy Rogers	Member	Vice Mayor Frank Mingo
Louis Lopez	Member	Councilman Ceasar Mestre
Jorge Pena	Member	Councilman Nelson Rodriguez
Robert Crook	Member	Councilman Luis Collazo
Officer Juan Rodriguez	Police Department	Per Resolution
Chief Dave Downey	Fire Department	Per Resolution

BUDGET 2017 - 2018

Public Safety Appreciation Breakfast	\$1,000
C.E.R.T. Training	\$250
Educational Materials	\$750
Public Safety Identity Theft Prevention	\$600
TOTAL	\$2,600

SCHEDULED EVENTS:

Event	Date	Budget	Attendance
CERT Training - Grant Funded	T.B.D.	\$250.	T.B.D.
Public Safety Appreciation Breakfast	5/19/2018	\$1000	75-100
Identity Theft Workshop & Shred-A-Thon	T.B.D.	\$600	T.B.D.
Lock It or Lose It – Protect Your Home & Vehicle	Ongoing	-0-	Campaign
Stroke Awareness - Partnership w/FIU	Ongoing	-0-	T.B.D.

Respectfully submitted to Council,

Public Safety Committee



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Neighborhood Improvement Committee
Subject: Neighborhood Improvement Committee
Date: 4/3/2018

Recommendation:

Please see the attached report.

ATTACHMENTS:

Description

Neighborhood Improvement Committee Report

Sample Resolution regarding Tree Canopy

Town of Miami Lakes Neighborhood Improvement Committee

Report to the Town Council

April 3, 2018

MISSION STATEMENT: The Neighborhood Improvement Committee was created to recommend, promote, and create projects and activities that will beautify and improve all its neighborhoods in collaborative and comprehensive manner. It shall also promote efforts that encourage a physically active, sustainable, and engaged community in Miami Lakes.

MEMBERSHIP:

Name	Committee Position	Nominated by:
Juan Carlos Fernandez	Chair	Manny Cid
Rudy Lloredo	Vice Chair	Manny Cid
Adrian Ardila	Secretary	Tim Daubert
Antonio Fernandez	Member	Nelson Rodriguez
Robert Ibarra	Member	Nelson Rodriguez
Robert Dominguez	Member	Frank Mingo
Josh Dieguez	Member	Luis Collazo
Alexander Hannett	Member	Tim Daubert
Mario Pinera	Member	Marilyn Ruano
Eddie Blanco	Member	Ceasar Mestre
Jesus Mendoza	Member	Marilyn Ruano
Felicia Salazar	Member	Ceasar Mestre
Jacqueline Vaquer	Member	Frank Mingo
Rafael Lopez	Member	Luis Collazo

BUDGET 2017-2018: \$9,000

Beautification Awards	\$2,000
Bike Initiatives	\$6,000
Quarterly Meetings	\$500
Home Improvement Expo	\$500

SCHEDULED EVENTS:

Home Décor & Improvement Expo	Saturday, May 5 - 10 am to 1 pm	MC Community Center

ACCOMPLISHMENTS:

- Shopping Cart Ordinance Coordinating effort with Manager of Winn Dixie and Shopping Center Manager to install Magnets on Shopping Carts
- Reaffirming the Town's Commitment to Implementing the Beautification Master Plan
- NIC/PSC Task Force on Speeding- We will be joining forces to tackle most problem areas in regards to speeding. Emphasis on interior streets

- Neighborhood Matching Grant to allow for Bike Racks- HOA/Neighborhoods that choose to install Bike Racks will be allowed to get reimbursed for a portion of their costs now through the Neighborhood Matching Grant Program
- Continue to Host the Community Bike Rides, gaining ridership and buzz and at the same time Promoting the Spin Program
- Lake Awareness Initiative
- Hosted Code Enforcement Awareness Workshop

RESOLUTION NO. 18-XXXX

AN RESOLUTION OF THE TOWN OF MIAMI LAKES, FLORIDA RE-AFFIRMING ITS COMMITMENT TO RESTORING AND PROTECTING THE TREE CANOPY OF MIAMI LAKES.

WHEREAS, one of the defining characteristics of Miami Lakes is its natural beauty; and

WHEREAS, more particularly the Town of Miami Lakes is renowned for its tree canopy, which welcomes visitors and residents alike upon entering the Town; and

WHEREAS, the recent Hurricane, Irma, has caused significant damage to our tree canopy; and

WHEREAS, the damage was compounded by the prior gradual erosion of the tree canopy due to bad actors and sick trees requiring eventual replacement; and

WHEREAS, the preservation and enhancement of the natural beauty of Miami Lakes has always been and continues to be a priority for Miami Lakes; and

WHEREAS, the residents of Miami Lakes continue to demand that beautification initiatives continue to remain a high priority for the Town; and

WHEREAS, the Town of Miami Lakes Council hereby finds that such initiatives are in the best interest of the public health, safety and welfare; and

WHEREAS, the Town Council of Miami Lakes desires to re-affirm its commitment to beautification, especially to maintaining our tree canopy, by adopting this Resolution; and

WHEREAS, the Town Council of Miami Lakes pledges to take all reasonable steps to ensure the timely repair the tree canopy of Miami Lakes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:

Section 1. Findings of Fact. The foregoing recitals are true and correct and are hereby made a part of this Resolution.

Section 2. Authorization. The Town Clerk is authorized to prepare a press release that will be submitted to the Miami Laker and published on the Town of Miami Lakes's social media accounts stating the Town's commitment to repairing and enhancing our tree canopy and

detailing any such efforts that are currently underway to do so.

Section 3. **Effective date.** This Resolution shall become effective immediately upon adoption.

FIRST READING

The foregoing resolution 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 Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Ceasar Mestre	_____
Councilmember Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

Passed and adopted on first reading this ____th day of March, 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



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Gina M. Inganzo, Town Clerk
Subject: Approval of Minutes
Date: 4/3/2018

Recommendation:

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

ATTACHMENTS:

Description

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

March 21, 2018 Attorney-Client Executive Session

March 21, 2018 Attorney-Client Executive Session

March 23, 2018 Sunshine Meeting

MINUTES
Regular Council Meeting
March 6, 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 6:42 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:

Pastor Stewart Bodin from the Miami Lakes United Methodist Church led the invocation.

4. PLEDGE OF ALLEGIANCE:

Boy Scouts Troop 584 led the presentation of colors and the pledge of allegiance followed.

5. SPECIAL PRESENTATIONS:

Laurie Najera, Manager of 305 Yoga, led a meditation.

Lynn Matos was recognized for initiating Miami Lakes' first Food & Wine Festival. Ms. Matos called each of her team members to the front of the dais to congratulate and hand a certificate of appreciation given by Mayor Cid.

Eugene Martinez from Cigna Healthcare recognized Kristina Labossiere and Cynthia Alejo for their help to implement health initiatives for the Town's employees. He presented an award for Town Hall's commitment to health and wellness.

6. PUBLIC COMMENTS:

Alejandro Sanchez came before the Town Council to speak on behalf of the Veteran's Committee event and invite the Town Council to their Flag Retirement Ceremony, taking place at Picnic Park West on Saturday, March 17th.

Carlos Alvarez came before the Town Council to speak on the great work done by the residents and staff members that helped organize the Miami Lakes Food & Wine Festival.

Lynn Matos came before the Town Council to speak on behalf of the Public Safety Committee regarding any help the Committee could be of use for to assist in safety for the local schools.

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

Councilmember Mestre motioned to adopt the Order of Business. Councilmember Daubert seconded the motion and all were in favor.

8. APPOINTMENTS:

Hilda Fernandez was appointed to the Town Manager Selection Committee, appointed by Mayor Manny Cid.

Dorothy Cook was reappointed to the Cultural Affairs Committee, appointed by Vice Mayor Frank Mingo.

Councilmember Collazo motioned to approve the appointments. Vice Mayor Mingo seconded the motion, and all were in favor.

9. COMMITTEE REPORTS:

There were no Committee reports.

10. CONSENT CALENDAR:

Councilmember Mestre motioned to approve the items under the Consent Calendar. Councilmember Daubert seconded the motion and the motion passed unanimously.

A. Approval of Minutes

- February 6, 2018 Regular Council Meeting
- February 13, 2018 Town Manager Selection Committee Workshop

Approved on Consent.

11. ORDINANCES- FIRST READING:

- 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. (Gastesi)

The Town Attorney, Raul Gastesi, read the title of Ordinance in first reading into the record and proposed that the ordinance is changed to read “The Selection Committee may interview some or all of the candidates with conforming applications and present a short list of 5-7 candidates to the Town Council”.

Mayor Cid motioned to approve as is and to continue discussion during second reading. Councilmember Rodriguez seconded the motion. The Town Clerk called the roll and the motion passed unanimously.

12. ORDINANCES -SECOND READING (PUBLIC HEARING):

- A. AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE TOWN OF MIAMI LAKES, FLORIDA, AND PROVIDING FOR AN EFFECTIVE DATE. (Rey)

The Town Attorney, Raul Gastesi, read the title of Ordinance in second reading into the record.

Mayor Cid opened the public hearing.

Mirtha Mendez came before the Town Council to speak on item 12A, against the franchise fee.

The Town Clerk read into the record that Esther Colon submitted a written public comment via email.

The Town Manager, Alex Rey, explained item 12A to the Town Council.

The applicant answered questions posed by the Town Council.

After some discussion, Councilmember Mestre made a motion requesting that the Town Attorney draft a question in a non-binding ballot for the August election, a percentage fee of 4.6%, to earmark 6 permanent resource officers in every public school and if there is additional input from the Town Attorney needed, for there to be a scheduled Workshop for further discussion. Councilmember Daubert seconded the motion. Councilmember Collazo then made a friendly amendment to place the non-binding ballot question in the November General Election. Vice Mayor Mingo seconded the motion. The Town Clerk called the roll on the amendment to Councilmember Mestre’s motion, and all were in favor. Then, the Town Clerk called the roll on Councilmembers Mestre’s motion with the amendment and all were in favor.

The applicant, Armando Fernandez, came before the Town Council to state that the range open for consideration is from .5 and 6 percent.

Vice Mayor Mingo made a motion to table item 12A and Councilmember Mestre seconded the motion. The Town Clerk called the roll and the motion passed unanimously.

- B. AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA RELATING TO CONDITIONAL USES; AMENDING SECTION 13-303, ENTITLED “CONDITIONAL USES”, ESTABLISHING PROVISIONS REGARDING THE CESSATION OF OPERATIONS OF USES CLASSIFIED AS CONDITIONAL USES AND ANNUAL CERTIFICATE OF USE RENEWAL; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION INTO THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. (Cid)

The Town Attorney, Raul Gastesi, read the title of Ordinance in second reading into the record.

Planning Director, Darby Delsalle, presented item 12B and answered questions posed by the Town Council.

Councilmember Collazo made a motion to approve item 12B, an ordinance under second reading, and Councilmember Mestre seconded the motion. The Town Clerk called the roll, and all were in favor.

- C. QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following item on the Board’s agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA; AMENDING THE OFFICIAL ZONING MAP TO REZONE A 2.07 +/- ACRE PROPERTY LOCATED AT 14575 NW 77 AVENUE (FRONTAGE ROAD), AS MORE PARTICULARLY DESCRIBED AT ATTACHMENT “A”, FROM THE GU, INTERIM DISTRICT, TO RO-13, LOW DENSITY RESIDENTIAL/OFFICE DISTRICT; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR DIRECTION TO THE ADMINISTRATIVE OFFICIAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Town Attorney, Raul Gastesi, read the title of the Ordinance in second reading into the record.

The Town Council submitted their disclosure forms into the record and to the Town Clerk.

The Town Clerk swore in anyone wishing to speak.

Planning Director, Darby Delsalle, presented item 12C and answered questions posed by the Town Council.

Mr. Robert Meador, on behalf of the applicant, presented item 12C to the Town Council.

Councilmember Daubert motioned to approve the ordinance under second reading and Councilmember Rodriguez seconded the motion. After some discussion, Councilmember Ruano motioned to table item 12C until after the discussion of item 13A, Councilmember Collazo seconded the motion. The Town Clerk called the roll and all were in favor. The Town Council returned to item 12C, after discussing and voting on item 13A. The Town Clerk called the roll on the original motion made by Councilmember Daubert and all were in favor.

13. QUASI-JUDICIAL ITEMS/APPEALS (PUBLIC HEARING):

- A. QUASI-JUDICIAL PUBLIC HEARINGS – Please be advised that the following item on the Board’s agenda is quasi-judicial in nature. An opportunity for persons to speak on this item will be made available after the applicant and staff have made their presentations on the item. All testimony, including public testimony and evidence, will be made under oath or affirmation. Additionally, each person who gives testimony may be subject to cross-examination. If you do not wish to be either cross-examined or sworn, your testimony will be given its due weight. The general public will not be permitted to cross-examine witnesses, but the public may request the Board to ask questions of staff or witnesses on their behalf. Persons representing organizations must present evidence of their authority to speak for the organization. Any person presenting documents to the Board should provide the Town Clerk with a minimum of 10 copies. Further details of the quasi-judicial procedure may be obtained from the Clerk.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, PURSUANT TO SUBSECTION 13-305(f)(1) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE; PERTAINING TO A VARIANCE FROM SECTION 13-545(d) TO PERMIT A THREE (3) STORY BUILDING, AND A VARIANCE FROM SECTION 13-545(c) REDUCING REQUIRED FRONT SETBACK FROM 25 FEET TO 20 FEET; PERTAINING TO A REQUEST IN ACCORDANCE WITH SECTION 13-304(h) OF THE TOWN OF MIAMI LAKES LAND DEVELOPMENT CODE FOR SITE PLAN APPROVAL; ALL BEING SUBMITTED FOR THE PROPERTY LOCATED AT 14575 NW 77TH AVENUE,

AS PROVIDED AT EXHIBIT “A”, MIAMI LAKES, FLORIDA, FOLIO NOS. 32-2023-001-0541, 32-2023-001-0550, AND 32-2023-001-0560, AS DESCRIBED AT EXHIBIT “B”; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FINDINGS; PROVIDING FOR APPEAL; AND PROVIDING FOR AN EFFECTIVE DATE.

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

The Town Council submitted their disclosure forms into the record and to the Town Clerk.

The Town Clerk swore in anyone wishing to speak.

On behalf of the applicant, Robert Meador, presented item 13A and answered questions posed by the Town Council.

Councilmember Daubert motioned to approve item 13A and Councilmember Mestre seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Councilmember Ruano in opposition.

14. RESOLUTIONS:

- A. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, REPEALING AND REPLACING RESOLUTION 11-888; RENAMING THE SPECIAL NEEDS COMMITTEE TO THE SPECIAL NEEDS ADVISORY BOARD; PROVIDING FOR BOARD MEMBERSHIP; ADOPTING A MISSION STATEMENT; ADOPTING A WORK PLAN; CREATION OF A TOWN INCLUSION POLICY; PROVIDING FOR MEETING REQUIREMENTS AND PROVIDING WITH AN EFFECTIVE DATE. (Ruano)

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

Councilmember Ruano motioned to approve resolution 14A and Councilmember Collazo seconded the motion. The Town Clerk called the roll and the motion passed unanimously.

- B. A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, CREATING REVIEW QUALIFICATIONS AND SEARCH METHOD FOR THE APPOINTMENT OF A TOWN MANAGER IN ACCORDANCE WITH SECTION 2.55 (c) OF THE TOWN CODE, PROVIDING WITH AUTHORIZATION TO THE TOWN OFFICIALS; PROVIDING WITH EXPENDITURE OF BUDGETED FUNDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. (Gastesi)

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

Councilmember Mestre motioned to approve item 14B and Councilmember Rodriguez seconded the motion. The Town Clerk called the roll, and all were in favor.

15. NEW BUSINESS:

A. Amendment to Town Council term limits (Mestre)

Councilmember Mestre motioned make a change of the ballot for the November election asking an increase of the Town Council term limits from 8 years to 12 years. Councilmember Daubert seconded the motion. The Town Clerk called the roll and the motion passed, 6-1, with Councilmember Collazo in opposition.

B. Government Center- 2010 Special Obligation Bond- BAB (Cid)

Mayor Cid informed the Town Council that the Town Manager is looking into the BAB analysis on refinancing and the possibility of this with a consultant.

C. Royal Oaks Neighborhood (Cid)

Mayor Cid motioned to have staff price out 3 LPR's (License Plate Recognition) with a report to be brought back to the Town Council. Councilmember Rodriguez seconded the motion, and all were in favor.

D. March for Lives (Rodriguez)

Mayor Cid motioned to waive Section 7.3 of the Special Rules of Order for item 14D. Councilmember Mestre seconded the motion, and all were in favor. Councilmember Rodriguez informed the Town Council that a few local churches want to participate in the March For Lives occurring on April 24th and discussed the possibility of supporting the churches by using social media to create awareness.

16. MANAGER'S REPORT:

A. Town Manager Monthly Police Activity Report

The Town Manager, Alex Rey, reported on the monthly police activity for February. Town Commander, Javier Ruiz, was also presented to answer any questions posed by the Town Council.

B. Commercial and Industrial Parking Canopies

The Town Manager reported on the parking canopies which staff identified various new regulations for the limited number of canopies in the Town. The Town Manager recommended closing the item and setting forth current regulations by proceeding the reinforcements on existing canopies that are unpermitted. Mayor Cid motioned to approve the Town Manager's recommendation. Councilmember Rodriguez seconded the motion, and all were in favor.

C. YATF- Request for Reallocation of Funds

The Town Manager reported on the Youth Activity's Task Force Committee's request to move \$1,514.09 from the Winter Fest to the Halloween festival. Councilmember Rodriguez motioned to approve the request. Councilmember Collazo seconded the motion, and all were in favor.

D. Annual Calendar for Workshops

The Town Manager reported on the new suggested scheduling of future Workshops to take place on a certain week and day of the month at the Town Council's discretion. Mayor Cid provided the suggestion of workshops to take place the third Tuesday of every month and all were in favor.

17. ATTORNEY'S REPORT:

A. Attorney's Report on Pending Litigation

Town Attorney, Raul Gastesi, reported to the Town Council on the current former Mayor Pizzi's litigation and requested an additional \$50,000. Councilmember Mestre motioned to approve the request of the additional \$50,000. Councilmember Daubert seconded the motion and all were in favor.

Mayor Cid motioned to extend the Regular Council Meeting for 5 additional minutes. All were in favor.

B. Additional Matters

Town Attorney, Raul Gastesi, informed the Town Council that he will be calling for an Executive session to discuss the Valiente matter. He also stated that he will ask to speak with everyone regarding changes to the Town's legal representation. The third item the Attorney brought to discussion was a future meeting regarding sign code changes.

ADJOURNMENT:

There being no further business to come before the Town Council, the meeting adjourned at 11:32 p.m.

Approved on this 3rd day of April 2018.

Attest:

Manny Cid, Mayor

Gina M. Inganzo, Town Clerk

MINUTES
Special Call Meeting
March 13, 2018
8:30 A.M.
Council Chambers
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Mayor Cid called the meeting to order at 8:34 a.m.

2. ROLL CALL:

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

3. PLEDGE OF ALLEGIANCE:

Vice Mayor Frank Mingo led the Pledge of Allegiance.

4. MOMENT OF SILENCE:

Town Clerk, Gina Inguanzo, led the invocation.

5. PUBLIC COMMENTS:

Claudia Luces came before the Town Council to address the her concerns regarding school safety.

6. ITEMS FOR DISCUSSION:

A. Partnerships with Municipalities to Support School Safety.

Mayor Cid discussed the item put forth by the School Board Chairwoman, Perla Tabares Hantman, which stated the possibility to set agreements between municipalities and other law enforcement agencies to ensure officers are able to fully provide support in District schools. Mayor Cid then motioned to approve a resolution in support of Chairwoman Perla Tabares Hantman's initiative and Vice Mayor Mingo seconded the motion. The Town Clerk called the roll and the motion passed, 5-0, with Councilmembers: Tim Daubert and Nelson Rodriguez absent.

ADJOURMENT:

There being no further business to come before the Council, the meeting adjourned at 9:00 a.m.

Approved this 3rd day of April 2018.

Manny Cid
Mayor

Attest:

Gina M. Inganzo
Town Clerk

MINUTES
Workshop
Alternatives for the Completion of the
Town's Sidewalk Network
March 21, 2018
6:00 PM
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. CALL TO ORDER:

Meeting began at 6:16 p.m.

2. ROLL CALL:

The following Councilmembers were present: Luis Collazo, Ceasar Mestre, Nelson Rodriguez and Mayor Manny Cid. Vice Mayor Frank Mingo arrived at 6:44 p.m. Councilmembers: Tim Daubert and Marilyn Ruano were absent.

3. PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE:

Town Manager, Alex Rey, led the Pledge of Allegiance and Councilmember Mestre led the invocation.

4. PUBLIC COMMENTS:

There were no public comments.

5. ITEMS FOR DISCUSSION:

A. Alternatives for the Completion of the Town's Sidewalk Network

The Town Manager, Alex Rey, provided a presentation which included a map and a table of recommended sidewalk additions and answered questions posed by the Town Council. He stated the recommended areas that would benefit of a sidewalk network and currently have no sidewalks, which is highlighted on the map that was provided. Each area is highlighted in a different color to represent the corresponding methods of funding.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 6:55 p.m.

Approved on this 3rd day of April 2018.

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Attorney-Client Executive Session
March 21, 2018
7:00 P.M.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 7:07 p.m.

2. ROLL CALL:

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

3. MOMENT OF SILENCE:

Assistant Town Attorney, Lorenzo Cobiella, led the invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Marilyn Ruano led the Pledge of Allegiance.

5. Recess of the Public Meeting and beginning of the closed Executive Attorney-Client Session:

Mayor Manny Cid announced that the Town Council would assemble into a closed Attorney-Client Executive Session, pursuant to Section 286.011(8) of the Florida Statutes, to discuss strategy related to litigation expenditures and/or settlement negotiations in the following case:

- *Michael A. Pizzi, Jr. vs. Town of Miami Lakes, Florida [Miami-Dade Case No.: 15-019303-CA-01 (05)]*

Mayor Manny Cid announced that Florida Statute Section 286.001(8) provides an exemption from public meetings law in order to allow the Town Council to conduct a closed session to discuss litigation expenditures and/or settlement negotiations. Then the Mayor read the names of the individuals attending the attorney-client session. The individuals were Councilmembers: Luis Collazo, Ceasar Mestre, Nelson Rodriguez, Marilyn Ruano, Vice

Mayor Frank Mingo and Mayor Manny Cid; Town Manager Alex Rey, Town Attorney Raul Gastesi, Jr., and Lorenzo Cobiella, Esq. of Gastesi & Associates, P.A., Onier Llopiz, Esq., and Joan Carlos Wizer of Lydecker Diaz, and a certified Court Reporter.

Once the names were read, only the individuals whose names were read, left the Council Chambers and moved to the Community Conference Room to initiate the closed session.

Following the closed session and termination of the Executive Attorney-Client Session, the Town Council returned to the Council Chambers and reconvened in open session. Mayor Manny Cid reopened the public meeting and stated for the record that the private Attorney-Client Executive Session had concluded. No motions were made.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 8:32 p.m.

Approved on this 3rd day of April 2018.

Manny Cid, Mayor

Attest:

Gina M. Inganzo, Town Clerk

MINUTES
Attorney-Client Executive Session
March 21, 2018
7:15 P.M.
Council Chambers
6601 Main Street
Miami Lakes, FL 33014

1. CALL TO ORDER:

Mayor Manny Cid called the meeting to order at 8:33 p.m.

2. ROLL CALL:

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

3. MOMENT OF SILENCE:

Assistant Town Attorney, Lorenzo Cobiella, led the invocation.

4. PLEDGE OF ALLEGIANCE:

Councilmember Marilyn Ruano led the Pledge of Allegiance.

5. Recess of the Public Meeting and beginning of the closed Executive Attorney-Client Session:

Mayor Manny Cid announced that the Town Council would assemble into a closed Attorney-Client Executive Session, pursuant to Section 286.011(8) of the Florida Statutes, to discuss strategy related to litigation expenditures and/or settlement negotiations in the following case:

- *Juan Valiente and Madelen Valiente v. Town of Miami Lakes, Florida [Miami-Dade Case No.: 2015-029036-CA-01(22)]*

Mayor Manny Cid announced that Florida Statute Section 286.001(8) provides an exemption from public meetings law in order to allow the Town Council to conduct a closed session to discuss litigation expenditures and/or settlement negotiations. Then the Mayor read the names of the individuals attending the attorney-client session. The individuals were

Councilmembers: Luis Collazo, Ceasar Mestre, Nelson Rodriguez, Marilyn Ruano, Vice Mayor Frank Mingo and Mayor Manny Cid; Town Manager Alex Rey, Town Attorney Raul Gastesi, Jr., and Lorenzo Cobiella, Esq. of Gastesi & Associates, P.A., Onier Llopiz, Esq., Joan Carlos Wize and Peter Harutunian, Esq. of Lydecker Diaz, and a certified Court Reporter.

Once the names were read, only the individuals whose names were read, left the Council Chambers and moved to the Community Conference Room to initiate the closed session.

Following the closed session and termination of the Executive Attorney-Client Session, the Town Council returned to the Council Chambers and reconvened in open session. Mayor Manny Cid reopened the public meeting and stated for the record that the private Attorney-Client Executive Session had concluded. No motions were made.

ADJOURNMENT:

There being no further business to come before the Council, the meeting adjourned at 9:00 p.m.

Approved on this 3rd day of April 2018.

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk

MINUTES
Sunshine Meeting
March 23, 2018
10:30 A.M.
Government Center
6601 Main Street
Miami Lakes, Florida 33014

1. Call to Order:

Meeting began at 10:39 a.m.

Present at the meeting were: Councilmember Marilyn Ruano, Mayor Manny Cid, Town Manager Alex Rey, and 2 members of The WOW Center Adult Day Training Center.

2. Special Needs Advisory Board:

A. Involvement of WOW in Miami Lakes:

Councilmember Ruano, Mayor Cid, Town Manager Alex Rey, and WOW members discussed possible future opportunities for the center to collaborate with the Town of Miami Lakes by implementing their programs with the use of the Town's facilities.

3. Actions to be Taken:

- A. Councilmember Ruano and Assistant to the Council, Nicole Cuellar toured the Town of Miami Lakes facilities (The Youth Center, Roberto Alonso Community Center and the Miami Lakes Optimist Club House) with WOW members. In the upcoming weeks, plans and programs will be discussed for a future possible partnership.

4. Adjournment:

This meeting was adjourned at 11:12 a.m.

Approved on this 3rd day of April 2018.

Manny Cid, Mayor

Attest:

Gina M. Inguanzo, Town Clerk



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Hurricane Preparedness
Date: 4/3/2018

Recommendation:

It is recommended that the Town Council approve the attached Memorandum of Agreement (MOA) between the Florida Division of Emergency Management (FDEM) and the Town of Miami Lakes (TML), to utilize the AlertFlorida notification system provided by FDEM to transmit alerts, warnings, and other authorized public safety messaging to residents, businesses, and visitors located within the Town at no cost.

Background:

At its October 2017 meeting, the Council expressed the need to address the three concerns pertaining to hurricane preparedness using a notification system like Code Red, handheld/satellite radios, and a permanent generator installed at Town Hall.

Alert and Mass Notification Services (AlertFlorida)

During an emergency, the Town of Miami Lakes has a need to provide its residents with public safety information quickly. Securing access to the AlertFlorida emergency notification system will allow the public to opt-in to ensure they receive alerts and notifications concerning natural disasters, public health emergencies, or any event that endangers the health and safety of the residents, businesses, and visitors of TOML. The State offers an opportunity to eligible users, which when implemented in TOML would allow the system to be known as AlertMiamiLakes at no cost. The MOA will be effective until June 30, 2019. The Service is at no cost to the Town.

Handheld/Satellite Radios

Presently, the town is pursuing a sub-grant opportunity with Miami-Dade Fire Rescue (MDFR) Office of Emergency Management (OEM) through their eligibility of various Homeland Security grants, including emergency communications for satellite radios. TOML has requested 12 (with a minimum of 8) satellite radios to assist in the preparedness, response, and recovery phases of Emergency Management. Notification from MDFR OEM is anticipated by June 2018. The operating expense of the satellite radios is estimated at \$2,400 for twelve 75-minute calling cards. Should the Town be awarded the Grant for the devices, the operating expense of the satellite radios will come from budgeted funds in the Town's Budget for Hurricane Expenses..

Permanent Generator

The structure that will house the permanent generator is currently under construction at approximately 60% completion. The generator is being manufactured and is scheduled to be delivered at Town Hall the last week of May and the contractor will begin installation. The generator is expected to be fully installed and operational in June of this year.

ATTACHMENTS:

Description

Resolution

Exhibit A- Agreement

RESOLUTION NO. 18- _

A RESOLUTION OF THE TOWN COUNCIL, OF THE TOWN OF MIAMI LAKES, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANGEMENT (“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)

WHEREAS, at its October 2017 Town Hall Meeting, the Town Council of the Town of Miami Lakes (the “Town”) expressed the need for a hurricane notification system; and

WHEREAS, during an emergency, the Town has a need to provide its residents with public safety information quickly; and

WHEREAS, securing access to the AlertFlorida emergency notification system will allow the public to opt-in and ensure they receive alerts and notifications concerning natural disasters, and any event that endangers the health and safety of residents, businesses and visitors of the Town; and

WHEREAS, the State offers access to Alert Florida at no additional cost to the Town; and

WHEREAS, by executing the Memorandum of Agreement, the system will be implemented and known as AlertMiamiLakes; and

WHEREAS, the Town Manager believes it is in the best interest of the Town to execute the Memorandum of Agreement with the FDEM; and

WHEREAS, the Town finds that authorizing its Town Manager execute the Memorandum of Agreement with FDEM for the implementation of AlertFlorida.

**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.

Section 2. Execution of the Agreement. The Town Manager is authorized to execute an agreement with the Florida Department of Emergency Management for the implementation of AlertFlorida.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

***** THIS PORTION HAS BEEN LEFT INTENTIONALLY BLANK *****

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

-

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND
THE TOWN OF MIAMI LAKES

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as the "Division") and the Town of Miami Lakes (hereinafter referred to as the "Subdivision").

WHEREAS Section 252.35(2)(a)6, Florida Statutes (2015), (F.S.), requires the Division to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions;

WHEREAS the Division has executed contract DEM-16-PG-E4-13-00-22-379 with Everbridge, Inc. for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, hereinafter referred to as the "notification system;"

WHEREAS the Division is funding and providing the notification system at no local cost to eligible subdivisions for the initial contract and all renewal years (ending on June 30, 2019), contingent upon an annual appropriation by the Florida Legislature;

WHEREAS Section 252.38 F.S. establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the state, and;

WHEREAS the Subdivision desires to utilize the notification system provided by the Division to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38 F.S.

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties agree as follows:

1. TERM OF AGREEMENT

This agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-16-PG-E4-13-00-22-379, but no later than June 30, 2019.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

The Division:

- I. Has assigned a contract manager for the notification system pursuant to section 287.057(14) F.S. who will enforce the performance of the contract

terms and conditions and serve as a liaison with the contractor, Everbridge Inc.

- II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.
- III. Will limit the number of personnel with high-level administrative access credentials to the system, and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under section 119.071(5)(j) F.S.
- IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.
- V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
 - a. Tornado Warnings
 - b. Flash Flood Warnings
 - c. Hurricane Warnings
 - d. Statewide Notifications
 - e. Countywide Notifications
- VI. Will, upon termination of the contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the contract's Scope of Work.

B. Town of Miami Lakes

The Subdivision:

- I. Acknowledges the terms and conditions of the Division's contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically the Everbridge Core Platform Agreement, incorporated in the contract as Exhibit "E" and the Everbridge Acceptable Use Policy, available via <http://www.everbridge.com/aup> and incorporated in the contract as Exhibit "F."
- II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.
- III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by the Division as the following categories of notifications:
 - a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
 - b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal

- or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
- c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the subdivision impacted by a disaster;
- d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction;
- e. Law enforcement searches for a missing person or a manhunt for escaped convicts or suspects evading arrest;
- f. Automated weather warnings provided by the National Weather Service;
- g. Notification and recall of Subdivision employees, contractors, and other response partners that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams, and;
- IV. Acknowledges that while the contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, the Division will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.
- V. Agrees to make a reasonable effort to supply the Division with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.
- VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the Subdivision, to include, at minimum, the following topics:
 - a. Defining the local organization administrator(s);
 - b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
 - c. Establishing a message drafting and approval process;
 - d. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life

threatening emergencies, and considering the time of day when initiating notifications that use “opt-out” data, and;

- e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County’s organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within 60 days of the effective date of this agreement and is subject to review by the Division at any time during the agreement.

- VII. Acknowledges that Everbridge, Inc. provides additional notification system capabilities and services which are not covered under the Division’s contract for the notification system (hereafter referred to as “non-covered services”). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to Everbridge. The Subdivision will notify the Division of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the vendor’s provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact persons named below for resolution or action:

For the Division:

Andrew Sussman, Special Projects
Coordinator
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4110
Email: Andrew.Sussman@em.myflorida.com

For the Subdivision:

Tony Lopez
Chief Operating Officer
6601 Main Street
Miami Lakes, FL 33014
Telephone: 305-364-6100
Email: lopez@miamilakes-fl.gov

4. TERMINATION OF AGREEMENT

The parties may terminate this Agreement at any time upon thirty days’ written notice to the points of contact specified herein.

5. LIABILITY

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of 768.28, F.S. Nothing herein shall be construed as consent by either party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

- A. Attachment 1 – Definitions
- B. Attachment 2 – Contract DEM-16-PG-E4-13-00-22-379 between the Division and Everbridge, Inc.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

**FLORIDA DIVISION OF
EMERGENCY MANAGEMENT**

By: _____

Date

TOWN OF MIAMI LAKES

By: _____
Alex Rey, Town Manager

Date

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Suite platform. Accounts are segmented into Organizations, and are typically segmented further into numerous groups.

Contact - Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the subdivision’s keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization - In the Everbridge Platform, an organization (“Org”) contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User - Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge platform.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Budget Revision - April 2018
Date: 4/3/2018

Recommendation:

Approve revisions to the FY 2017-18 Amended Budget modifying line items within the General Fund and Capital Projects Fund to: 1) recognize matching grant award and allocate funds for West Lake Reforestation Project Phase II; 2) appropriate additional funds for the design of NW 146th Street and NW 159th Street Underpasses; 3) provide funding for the removal of hazardous trees and re-sodding at Pocket Parks; and 4) reclassify budgeted funds to the proper account classification per Uniform Accounting Principles. The proposed revisions are described below and summarized in "**Exhibit A**".

Background:

• West Lakes Reforestation Phase II - \$100,000

The Town's Beautification Master Plan identifies trees, by street, for reforestation in the West Lakes Neighborhood to establish a more uniform tree canopy that complements the characteristics of each street and are compatible with the swale area. The West Lake Reforestation Project benefits the West Lakes residential community and is consistent with the Beautification Master Plan and Miami-Dade County Street Tree Master Plan Mission to enhance the County tree canopy to a minimum of 30 percent coverage by 2020. The total estimated cost of the West Lakes Reforestation Project is \$500,000. The goal is to replace 1/5 of the canopy over a five-year period, hence a five phase project.

The Town successfully completed the West Lake Reforestation Project Phase I in partnership with the Miami-Dade County Neat Streets Miami Tree Matching Grant Program. Accomplishments include the planting of 37 trees from a variety of Florida Friendly tree species (33 Oaks and 4 Pigeon Plums) on NW 89th Avenue, between NW 153rd Terrace to NW 146th Terrace. Phase I was completed in November 2017 for a total cost of approximately \$80,000.

Phase II will include planting an estimated 53 trees from a variety of species in the neighborhood sections on NW 150th Street from NW 89th Avenue to NW 87th Place and NW 153rd Terrace from NW 92nd Avenue to NW 87th Avenue. The Town was recently awarded another Miami-Dade County Neat Streets matching grant in the amount of \$18,500 for Phase II. The Town will sustain the Project through existing

maintenance contracts after the one year initial growing period. All trees will carry a one-year warranty and will be maintained in accordance with appropriate tree care standards by the Town.

Phase 2 was unfunded in the Adopted FY 2017-18 Budget. Funds are now available from the Florida Department of Transportation (FDOT) Highway Beautification matching grant which was postponed until FY 2026 (\$62,500) and the balance remaining from Phase 1 (\$19,000). The delay in the FDOT grant, combined with project underruns from Phase I, in conjunction with the grant award of \$18,500 makes funding Phase II in the amount of \$100,000 possible. This budget revision proposes to fully fund the project at \$100,000.

- **Hazardous Tree Removal - \$30,000**

The FY 2017-18 Budget includes \$22,000 for the removal of invasive, hazardous or dead trees along the Town's rights-of-ways. Due to the large amount of Hurricane Irma related damage to the Town's tree canopy and stump removals, our tree removal funding has quickly diminished. The Town still has an estimated 40 trees that were damaged heavily by the storm which do not qualify for FEMA reimbursement. In order to remove these hazardous trees in preparation for the next hurricane season and continue to maintain our right of ways and swale areas throughout the fiscal year, an additional \$30,000 is needed. This budget revision proposes to transfer \$15,000 from Water and Sewer line item and \$15,000 from ROW Grounds Repair and Maintenance to the Tree Removal line item to expedite the process. A budget amendment will be processed later in the year to transfer funds from the Capital Projects Fund reserves to the General Fund to cover the tree removal expense.

- **Pocket Park Re-sodding - \$115,000**

As a result of Hurricane Irma, many of the Town's parks suffered sod damage due to wear as a result of fallen debris and uprooted trees. Sod installation does not qualify for FEMA reimbursement and the Town needs to repair areas in the parks for safety and aesthetic purposes. Staff has estimated that approximately \$300,000 in sod repairs is needed to bring them back to Town standards. As such, staff has developed a priority list and is requesting \$115,000 to replace sod in those parks with the highest amount of damages. Funds are available from the NW 154th Street and Palmetto landscape installation and irrigation enhancement beautification project due to postponement of the Florida Department of Transportation (FDOT) major roadway construction project in the area along SR 826 from I-75 to N of the C-8 Canal Bridge.

- **NW 146 Street and NW 159 Street Underpasses - \$185,000**

On December 5, 2017, Council approved a Local Funding Agreement between the Town of Miami Lakes and the Florida Department of Transportation for the design of the NW 146th Street and NW 159th Street Underpasses, as well as the construction of a shared-use path trail along NW 77th Avenue from NW 67th Avenue to NW 154th Street, for an amount not to exceed \$555,000. FDOT agreed to construct the shared-use path if the Town splits the cost 50/50 to widen the bridge on NW 77th Avenue over C-8 Canal to provide the necessary space to accommodate the path.

The total proposed cost for the design for both efforts is approximately \$515,000 as outlined below, with a contingency authority of \$40,000, if needed.

- Design for Underpasses- \$412,000
- Underpass Traffic Signal Warrant Analysis- \$43,000
- Design for the NW 77th Avenue Bridge Widening- \$60,000

The FY 2017-18 Budget includes funding of \$165,000 for each of the underpasses in separate line items.

This budget revision first combines both projects into one line-item named – NW 146th/NW 159th Street Underpasses- for a total of \$330,000. The additional \$185,000 needed to fund the design will be transferred from the Windmill Gate Road Improvement project line item to the NW 146th/NW 159th Street Underpasses, for an amended budget of \$515,000. It is estimated that the construction cost to widen Windmill Gate Road is less than budgeted, hence the availability of surplus funds for the transfer.

- **Budget Reclassification**

The FY 2017-18 Budget includes \$45,000 to replace servers, laptops, workstations, network storage

peripherals, cabling, battery backup and accessories that was budgeted in the IT Infrastructure account in error. This budget revision reclassifies the budget to accurately reflect expenses per the Uniform Accounting System Chart of Account: \$32,000 reclassified to Machinery and Equipment account for capital expenditures, and \$13,000 to IT Supplies for operating expenditures.

ATTACHMENTS:

Description

10Ca - Revised Memo

Resolution

FY 2017-18 Amended Budget Detail Line Item

FY 2017-18 Revised Amended Detail Line Item



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Budget Revision - April 2018
Date: 4/3/2018

Recommendation:

Approve revisions to the FY 2017-18 Amended Budget modifying line items within the General Fund and Capital Projects Fund to: 1) recognize matching grant award and allocate funds for West Lake Reforestation Project Phase II; 2) appropriate additional funds for the design of NW 146th Street and NW 159th Street Underpasses; 3) provide funding for the removal of hazardous trees and re-sodding at Pocket Parks; as well as a Biodiversity Study of Madden's Hammock Park; and 4) reclassify budgeted funds to the proper account classification per Uniform Accounting Principles.

The proposed revisions are described below and summarized in "Exhibit A".

Background:

• West Lakes Reforestation Phase II - \$100,000

The Town's Beautification Master Plan identifies trees, by street, for reforestation in the West Lakes Neighborhood to establish a more uniform tree canopy that complements the characteristics of each street and are compatible with the swale area. The West Lake Reforestation Project benefits the West Lakes residential community and is consistent with the Beautification Master Plan and Miami-Dade County Street Tree Master Plan Mission to enhance the County tree canopy to a minimum of 30 percent coverage by 2020. The total estimated cost of the West Lakes Reforestation Project is \$500,000. The goal is to replace 1/5 of the canopy over a five-year period, hence a five phase project.

The Town successfully completed the West Lake Reforestation Project Phase I in partnership with the Miami-Dade County Neat Streets Miami Tree Matching Grant Program. Accomplishments include the planting of 37 trees from a variety of Florida Friendly tree species (33 Oaks and 4 Pigeon Plums) on NW 89th Avenue, between NW 153rd Terrace to NW 146th Terrace. Phase I was completed in November 2017 for a total cost of approximately \$80,000.

Phase II will include planting an estimated 53 trees from a variety of species in the neighborhood sections on NW 150th Street from NW 89th Avenue to NW 87th Place and NW 153rd Terrace from NW 92nd Avenue to NW 87th Avenue. The Town was recently awarded another Miami-Dade County Neat Streets matching grant in the amount of \$18,500 for Phase II. The Town will sustain the Project through existing maintenance contracts after the one year initial growing period. All trees will carry a one-year warranty and will be maintained in accordance with appropriate tree care standards by the Town.

Phase 2 was unfunded in the Adopted FY 2017-18 Budget. Funds are now available from the Florida Department of Transportation (FDOT) Highway Beautification matching grant which was postponed until FY 2026 (\$62,500) and the balance remaining from Phase 1 (\$19,000). The delay in the FDOT grant, combined with project underruns from Phase I, in conjunction with the grant award of \$18,500 makes funding Phase II in the amount of \$100,000 possible. This budget revision proposes to fully fund the project at \$100,000.

• Hazardous Tree Removal - \$30,000

The FY 2017-18 Budget includes \$22,000 for the removal of invasive, hazardous or dead trees along the Town's rights-of-ways. Due to the large amount of Hurricane Irma related damage to the Town's tree canopy and stump removals, our tree removal funding has quickly diminished. The Town still has an estimated 40 trees that were damaged heavily by the storm which do not qualify for FEMA reimbursement. In order to remove these hazardous trees in preparation for the next hurricane season and continue to maintain our right of ways and swale areas throughout the fiscal year, an additional \$30,000 is needed. This budget revision proposes to transfer \$15,000 from Water and Sewer line item and \$15,000 from ROW Grounds Repair and Maintenance to the Tree Removal line item to expedite the process. A budget amendment will be processed later in the year to transfer funds from the Capital Projects Fund reserves to the General Fund to cover the tree removal expense.

- **Pocket Park Re-sodding - \$115,000**

As a result of Hurricane Irma, many of the Town's parks suffered sod damage due to wear as a result of fallen debris and uprooted trees. Sod installation does not qualify for FEMA reimbursement and the Town needs to repair areas in the parks for safety and aesthetic purposes. Staff has estimated that approximately \$300,000 in sod repairs is needed to bring them back to Town standards. As such, staff has developed a priority list and is requesting \$115,000 to replace sod in those parks with the highest amount of damages. Funds are available from the NW 154th Street and Palmetto landscape installation and irrigation enhancement beautification project due to postponement of the Florida Department of Transportation (FDOT) major roadway construction project in the area along SR 826 from I-75 to N of the C-8 Canal Bridge.

- **Madden's Hammock Park Biodiversity Study - \$15,300**

As part of the Town's Strategic Plan goals, staff has initiated the process to develop the Madden's Hammock Park located north of NW 154th Street and west of NW 82nd Avenue. In an effort to preserve and maintain the Hammock's historic canopy, the Town is requesting funds to conduct a site-specific field survey to inventory the biodiversity of Madden's Hammock to better understand the ecology of the site for future maintenance and park planning. This project will involve a field inspection to collect plant diversity data, photo-documenting the site, and production of a report with the findings for a total cost of \$15,300. This budget revision allocates funds for this project from the Reserves for Parks Improvement in the Capital Projects Fund.

* Subject to the (4) day rule under the Special Rules of Order Section 7.2

- **NW 146 Street and NW 159 Street Underpasses - \$185,000**

On December 5, 2017, Council approved a Local Funding Agreement between the Town of Miami Lakes and the Florida Department of Transportation for the design of the NW 146th Street and NW 159th Street Underpasses, as well as the construction of a shared-use path trail along NW 77th Avenue from NW 67th Avenue to NW 154th Street, for an amount not to exceed \$555,000. FDOT agreed to construct the shared-use path if the Town splits the cost 50/50 to widen the bridge on NW 77th Avenue over C-8 Canal to provide the necessary space to accommodate the path.

The total proposed cost for the design for both efforts is approximately \$515,000 as outlined below, with a contingency authority of \$40,000, if needed.

- Design for Underpasses- \$412,000
- Underpass Traffic Signal Warrant Analysis- \$43,000
- Design for the NW 77th Avenue Bridge Widening- \$60,000

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- **Budget Reclassification**

The FY 2017-18 Budget includes \$45,000 to replace servers, laptops, workstations, network storage peripherals, cabling, battery backup and accessories that was budgeted in the IT Infrastructure account in error. This budget revision reclassifies the budget to accurately reflect expenses per the Uniform Accounting System Chart of Account: \$32,000 reclassified to Machinery and Equipment account for capital expenditures, and \$13,000 to IT Supplies for operating expenditures.

ATTACHMENTS:

Description

[10Ca - Revised Memo](#)

[Resolution](#)

[FY 2017-18 Amended Budget Detail Line Item](#)

[FY 2017-18 Revised Amended Detail Line Item](#)

RESOLUTION NO. 2018-_____

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.

WHEREAS, on September 20, 2017, in accordance with Section 200.065, Florida Statutes and Section 8.7 of the Town of Miami Lakes (the “Town”) Charter, the Town Council adopted the Budget for Fiscal Year 2017-2018 (the “Budget”) by Ordinance No. 17-213; and

WHEREAS, on February 6, 2018, the Town Council amended the Budget by Ordinance No. 2018-222 to provide for carryover of funds from the prior fiscal year; and

WHEREAS, Section 4 of Ordinance No. 17-213 authorizes the Town Council to modify any department, category total or line item of the Budget by resolution so long as the modification does not exceed the Town’s total budgeted funds for the Fiscal Year 2017-2018; and

WHEREAS, the Town Council, in accordance with Section 4 of Ordinance No. 17-213, has determined that it is necessary to modify the Budget as set forth in the exhibit attached hereto as “A.”

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 are incorporated herein by this reference.

Section 2. Line Item Modification. The Budget for Fiscal Year 2017-2018 adopted in Section 2 of Ordinance 17-213 and subsequently amended by Ordinance No. 18-222, is hereby modified, as reflected in Exhibit “A” attached hereto. The revisions for each fund are within the approved expenditure authority for Fiscal Year 2017-2018. The Town Council hereby modifies the budget as set forth therein and authorizes the Town Manager to administratively adjust line items to reflect audit adjustments and or line item revisions necessary to close out the Fiscal Year within each department’s expenditure authority.

Section 3. Rounding. As presented, the 2017-2018 Budget and Actual Expenses are rounded to the nearest hundred; therefore, line item adjustments within \$100 are hereby incorporated within Exhibit “A.”

Section 4. Authorization of Town Manager. The Town Manager is hereby authorized to take all actions necessary to implement the terms and conditions of this resolution and expend budgeted funds.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption hereof.

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PASSED AND ADOPTED this 2nd day of May, 2017.

The foregoing resolution was moved for adoption by _____. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor Manny Cid	_____
Vice Mayor Tim Daubert	_____
Councilmember Luis Collazo	_____
Councilmember Tony Lama	_____
Councilmember Ceasar Mestre	_____
Councilmember Frank Mingo	_____
Councilmember Nelson Rodriguez	_____

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
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
GENERAL FUND EXPENDITURES					
TOWN COUNCIL AND MAYOR					
EXECUTIVE SALARIES- MAYOR	\$18,000	\$18,000		\$18,000	
REGULAR SALARIES	\$80,000	\$80,000		\$80,000	
OVERTIME	\$3,000	\$3,000		\$3,000	
PAYROLL TAXES	\$14,668	\$14,668		\$14,668	
FRS CONTRIBUTIONS	\$7,762	\$7,762		\$7,762	
HEALTH & LIFE INSURANCE	\$82,894	\$82,894		\$82,894	
HEALTH INSURANCE MAYOR	\$19,273	\$19,273		\$19,273	
WIRELESS STIPEND	\$960	\$960		\$960	
TRAVEL & PER DIEM	\$13,000	\$13,000		\$13,000	
CAR ALLOWANCE -MAYOR	\$7,200	\$7,200		\$7,200	
CAR ALLOWANCE -COUNCIL	\$36,000	\$36,000		\$36,000	
EXP ALLOWANCE MAYOR & COUNCIL	\$50,544	\$50,544		\$50,544	
REMOTE ACCESS DEVICE DATA PLAN	\$3,360	\$3,360		\$3,360	
CELL PHONES	\$2,100	\$2,100		\$2,100	
PRINTING & BINDING	\$1,000	\$1,000		\$1,000	
STATE OF TOWN ADDRESS	\$5,000	\$5,000		\$5,000	
TOY DRIVE	\$1,000	\$1,000		\$1,000	
COUNCIL DISCRETIONARY FUND	\$700	\$700		\$700	
COUNCIL UNIFORMS	\$360	\$360		\$360	
MEETING SET UP	\$300	\$300		\$300	
COUNCIL AWARDS	\$1,250	\$1,250		\$1,250	
MEMBERSHIPS SUBSCRIPTIONS	\$14,808	\$14,808		\$14,808	
EDUCATION & TRAINING	\$6,800	\$6,800		\$6,800	
TOTAL TOWN COUNCIL EXPENDITURES:	\$369,979	\$369,979	\$0	\$369,979	
TOWN CLERK					
REGULAR SALARIES	\$71,400	\$71,400		\$71,400	
PAYROLL TAXES	\$5,462	\$5,462		\$5,462	
FRS CONTRIBUTIONS	\$5,655	\$5,655		\$5,655	
HEALTH & LIFE INSURANCE	\$8,588	\$8,588		\$8,588	
WIRELESS STIPEND	\$480	\$480		\$480	
TOWN CLERK AGENDA MANAGER	\$25,165	\$25,165		\$25,165	
TOWN CLERK DATA SERVICE	\$480	\$480		\$480	
RENTALS AND LEASES	\$2,220	\$2,220		\$2,220	
TOWN CLERK CODIFICATION	\$11,000	\$11,000		\$11,000	
TOWN CLERK LEGAL ADVERTISING	\$18,040	\$18,040		\$18,040	
ADMINISTRATIVE SUPPORT	\$1,000	\$1,000		\$1,000	
TOWN CLERK ELECTION COSTS	\$15,000	\$15,000		\$15,000	
UNIFORMS	\$0	\$0		\$0	
CLERK EDUCATION AND TRAINING	\$800	\$800		\$800	
SOFTWARE LICENSES	\$2,330	\$2,330		\$2,330	
TOTAL TOWN CLERK EXPENDITURES:	\$167,620	\$167,620	\$0	\$167,620	
TOWN ATTORNEY					
GENERAL LEGAL	\$150,000	\$150,000		\$150,000	
ROUTINE LITIGATION RESERVE	\$80,000	\$80,000		\$80,000	
M. PIZZI LITIGATION/INSURANCE RECOVERY	\$0	\$100,000		\$100,000	
CHARTER REVIEW COMMISSION	\$0	\$0		\$0	
TOTAL TOWN ATTORNEY EXPENDITURES:	\$230,000	\$330,000	\$0	\$330,000	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
TOWN ADMINISTRATION					
REGULAR SALARIES	\$716,945	\$731,945		\$731,945	
EMPLOYEE BONUSES/COLA	\$52,328	\$52,328		\$52,328	
ADM OVERTIME	\$3,000	\$3,000		\$3,000	
PAYROLL TAXES	\$77,874	\$77,874		\$77,874	
FRS CONTRIBUTIONS	\$99,036	\$99,036		\$99,036	
ICMA 457 PL	\$21,512	\$21,512		\$21,512	
HEALTH & LIFE INSURANCE	\$145,760	\$145,760		\$145,760	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
ADM UNEMPLOYMENT CLAIMS	\$0	\$0		\$0	
PROFESSIONAL SERVICES	\$37,000	\$37,000		\$37,000	
INTERGOVERNMENTAL (LOBBYIST)	\$48,000	\$48,000		\$48,000	
ACCOUNTING & PAYROLL	\$23,664	\$23,664		\$23,664	
INDEPENDENT AUDIT	\$51,000	\$51,000		\$51,000	
ADM HEALTH SPENDING ACCT/WELLN	\$10,000	\$10,000		\$10,000	
ADM BACKGROUND CHECKS	\$1,500	\$1,500		\$1,500	
ADM - TRAVEL & PER DIEM	\$10,000	\$10,000		\$10,000	
CAR ALLOWANCE	\$6,000	\$6,000		\$6,000	
TELEPHONE SERVICES	\$0	\$0		\$0	
REMOTE ACCESS DEVICE DATA PLAN	\$580	\$580		\$580	
ADM - POSTAGE & DELIVERY	\$19,000	\$19,000		\$19,000	
ADM - COPIER LEASE	\$16,270	\$16,270		\$16,270	
RENT- TOWN HALL	\$0	\$0		\$0	
ADM - INSURANCE	\$218,235	\$218,235		\$218,235	
REPAIR AND MAINT CONTRACTS	\$0	\$0		\$0	
ADM - PRINTING & BINDING	\$1,500	\$1,500		\$1,500	
ADM TOWN BRANDING & STRATEGIC PLAN	\$9,500	\$9,500		\$9,500	
ADM ADVERTISEMENT RECRUITMENT	\$1,500	\$1,500		\$1,500	
CLERICAL/ADMINISTRATIVE SUPPORT	\$5,000	\$5,000		\$5,000	
INVESTMENT ADVISORY SERVICE	\$7,000	\$7,000		\$7,000	
FINANCIAL INSTITUTION FEES	\$10,000	\$10,000		\$10,000	
CREDIT CARD FEES	\$0	\$0		\$0	
HURRICANE EXPENSES	\$2,500	\$2,500		\$2,500	
ADM - OFFICE SUPPLIES	\$30,000	\$0		\$0	
UNIFORMS	\$2,600	\$2,600		\$2,600	
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$6,100	\$6,100		\$6,100	
EDUCATION & TRAINING	\$10,000	\$10,000		\$10,000	
ADM-FURNITURE/EQUIP NON-CAP	\$1,000	\$1,000		\$1,000	
1-TOTAL ADMINISTRATION EXPENDITURES	\$1,645,844	\$1,630,844	\$0	\$1,630,844	
INFORMATION SYSTEMS					
IT CORE SERVICE SUPPORT	\$114,660	\$114,660		\$114,660	
WEB SUPPORT	\$14,800	\$14,800		\$14,800	
VOICE SUPPORT	\$25,000	\$25,000		\$25,000	
DIGITAL IMAGING	\$0	\$0		\$0	
INTERNET SERVICES	\$14,460	\$14,460		\$14,460	
RENTALS AND LEASES	\$0	\$0		\$0	
IT SUPPLIES	\$0	\$0	\$13,000	\$13,000	IT operating supplies including laptops, workstations, network storage, peripherals, cabling, battery back up and accessories.
INFRASTRUCTURE - IT	\$45,000	\$45,000	-\$45,000	\$0	Reclass budget to the proper accounts
MACHINERY & EQUIPMENT	\$0	\$20,442	\$32,000	\$52,442	Per IT Replacement Plan - disaster and data recovery system (\$16,000) replace servers (\$16,000)

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$7,500	\$7,500		\$7,500	
COMPUTER SOFTWARE LICENSES	\$115,688	\$115,688		\$115,688	
SUB-TOTAL INFORMATION SYSTEMS:	\$337,108	\$357,550	\$0	\$357,550	
ADMINISTRATION - TRANSFERS					
RESERVE FOR FUTURE DONATIONS	\$10,000	\$10,000		\$10,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$188,550	\$218,550		\$218,550	
SUB-TOTAL ADMINISTRATION TRANSFERS:	\$198,550	\$228,550	\$0	\$228,550	
TOTAL ADMINISTRATION EXPENDITURES:	\$2,181,502	\$2,216,944	\$0	\$2,216,944	
POLICE					
POL - PATROL SERVICES	\$7,826,000	\$7,826,000		\$7,826,000	
POLICE OVERTIME	\$320,000	\$320,000		\$320,000	
PROSECUTION-CRIMINAL VIOLATION	\$200	\$200		\$200	
POLICE TELEPHONE SVC	\$0	\$0		\$0	
TELEPHONE- DEDICATED LINES	\$2,400	\$2,400		\$2,400	
POLICE UTILITIES	\$0	\$0		\$0	
RENTALS AND LEASES	\$0	\$0		\$0	
POLICE COPIER COSTS	\$2,500	\$2,500		\$2,500	
POLICE REPAIR & MAINTENANCE	\$0	\$0		\$0	
VEHICLE REPAIR AND MAINTENANCE	\$3,000	\$3,000		\$3,000	
POLICE - MISC. EXPENSE	\$500	\$500		\$500	
POLICE OFFICE SUPPLIES	\$3,500	\$0		\$0	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
POLICE UNIFORMS	\$4,000	\$4,000		\$4,000	
POLICE - FUEL COSTS	\$1,000	\$1,000		\$1,000	
MEMBERSHIPS AND SUBSCRIPTIONS	\$225	\$225		\$225	
POLICE CRIME PREVENT TRAIN	\$3,000	\$3,000		\$3,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$84,847	\$88,347		\$88,347	
SUB-TOTAL POLICE EXPENDITURES:	\$8,254,172	\$8,254,172	\$0	\$8,254,172	
SCHOOL CROSSING GUARDS					
REGULAR SALARIES	\$65,785	\$65,785		\$65,785	
PAYROLL TAXES	\$5,033	\$5,033		\$5,033	
FRS CONTRIBUTIONS	\$5,210	\$5,210		\$5,210	
WORKMAN'S COMPENSATION	\$0	\$0		\$0	
OPERATING SUPPLIES	\$750	\$750		\$750	
UNIFORMS	\$3,000	\$3,000		\$3,000	
EDUCATION & TRAINING	\$624	\$624		\$624	
SUB-TOTAL SCHOOL CROSSING GUARDS:	\$80,402	\$80,402	\$0	\$80,402	
TOTAL POLICE EXPENDITURES:	\$8,334,574	\$8,334,574	\$0	\$8,334,574	
PLANNING					
REGULAR SALARIES	\$116,000	\$116,000		\$116,000	
PAYROLL TAXES	\$8,874	\$8,874		\$8,874	
FRS CONTRIBUTIONS	\$9,187	\$9,187		\$9,187	
HEALTH & LIFE INSURANCE	\$10,729	\$10,729		\$10,729	
WIRELESS STIPEND	\$480	\$480		\$480	
PLANNING CONSULTING	\$55,200	\$55,200		\$55,200	
PLANNING & DEVELOPMENT CDMP	-\$127,835	\$0		\$0	
PLANNING-SITE PLAN REVIEW	\$500	\$500		\$500	
PLANNING PRINTING COSTS	\$500	\$500		\$500	
SUB-TOTAL PLANNING:	\$73,635	\$201,470	\$0	\$201,470	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
CODE COMPLIANCE					
REGULAR SALARIES	\$95,486	\$95,486		\$95,486	
PAYROLL TAXES	\$7,305	\$7,305		\$7,305	
FRS CONTRIBUTIONS	\$7,563	\$7,563		\$7,563	
HEALTH & LIFE INSURANCE	\$20,459	\$20,459		\$20,459	
SPECIAL MASTER	\$3,600	\$3,600		\$3,600	
CONTRACT CODE ENF SER	\$129,280	\$129,280		\$129,280	
CAR ALLOWANCE	\$0	\$0		\$0	
REMOTE ACCESS DEVICE DATA PLAN	\$1,000	\$1,000		\$1,000	
PLANNING MOBILE PHONES	\$360	\$360		\$360	
ABANDONED PROPERTY MAINT	\$1,500	\$1,500		\$1,500	
CODE ENF LIEN RECORDING	\$8,000	\$8,000		\$8,000	
ALARM MONITORING PROGRAM	\$25,000	\$25,000		\$25,000	
CODE ENFORCEMENT UNIFORMS	\$0	\$0		\$0	
EDUCATION & TRAINING	\$1,500	\$1,500		\$1,500	
SUB-TOTAL CODE COMPLIANCE:	\$301,053	\$301,053	\$0	\$301,053	
TRANSIT					
DEMAND SERVICES - CONTRACT	\$0	\$0			
SUB-TOTAL TRANSIT:	\$0	\$0	\$0	\$0	
TOTAL PLANNING, CODE COMPLIANCE & TRANSIT EXPENDITURES:	\$374,688	\$502,523	\$0	\$502,523	
QNIP					
QNIP DEBT SERVICE	\$0	\$0		\$0	
QNIP DEBT SERVICE - PRINCIPAL	\$110,345	\$110,345		\$110,345	
QNIP DEBT SERVICE - INTEREST	\$43,078	\$43,078		\$43,078	
TOTAL QNIP EXPENDITURES:	\$153,423	\$153,423	\$0	\$153,423	
BUILDING					
TRANSFER OUT TO BUILDING FUND	\$0	\$0			
SUB-TOTAL BUILDING EXPENDITURES:	\$0	\$0	\$0	\$0	
ZONING					
REGULAR SALARIES	\$104,294	\$104,294		\$104,294	
PAYROLL TAXES	\$7,978	\$7,978		\$7,978	
FRS CONTRIBUTIONS	\$8,260	\$8,260		\$8,260	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
SUB-TOTAL ZONING EXPENDITURES	\$120,532	\$120,532	\$0	\$120,532	
TOTAL BUILDING & ZONING EXPENDITURES:	\$120,532	\$120,532	\$0	\$120,532	
PARKS - COMMUNITY SERVICES					
REGULAR SALARIES	\$302,675	\$302,675		\$302,675	
OVERTIME	\$500	\$500		\$500	
PAYROLL TAXES	\$23,155	\$23,155		\$23,155	
FRS CONTRIBUTIONS	\$23,972	\$23,972		\$23,972	
HEALTH & LIFE INSURANCE	\$42,916	\$42,916		\$42,916	
WIRELESS STIPEND	\$2,400	\$2,400		\$2,400	
PROFESSIONAL SERVICES	\$79,560	\$79,560		\$79,560	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
VEHICLE REPAIR & MAINTENANCE	\$3,500	\$3,500		\$3,500	
PRINTING EXPENSE	\$1,000	\$1,000		\$1,000	
ADMINISTRATIVE SUPPORT	\$0	\$0		\$0	
CREDIT CARD FEES	\$3,500	\$3,500		\$3,500	
MISCELLANEOUS	\$700	\$700		\$700	
COACHES BACKGROUND CK	\$5,600	\$5,600		\$5,600	
CHECK CERTIFICATION CLINIC	\$2,500	\$2,500		\$2,500	
VEHICLE FUEL	\$5,000	\$5,000		\$5,000	
SUB-TOTAL COMMUNITY SERVICES:	\$496,977	\$496,977	\$0	\$496,977	
ROYAL OAKS PARK					
JANITORIAL	\$66,550	\$66,550		\$66,550	
ROYAL OAKS PARK TELECOMMUNICATIONS	\$9,600	\$9,600		\$9,600	
ROYAL OAKS PARK UTILITIES	\$98,100	\$98,100		\$98,100	
ROP MAINTENANCE CONTRACT	\$291,500	\$291,500		\$291,500	
ROP REPAIRS & MAINTENANCE (GROUNDS)	\$60,000	\$60,000		\$60,000	
ROP OPERATING COSTS (FACILITY)	\$31,250	\$31,250		\$31,250	
ROP-FUR & EQUIP / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
SUB-TOTAL ROYAL OAKS PARK:	\$562,000	\$562,000	\$0	\$562,000	
PARK EAST YOUTH CENTER					
SALARIES	\$44,872	\$44,872		\$44,872	
PAYROLL TAXES	\$3,433	\$3,433		\$3,433	
FRS RETIREMENT CONTRIBUTION	\$5,493	\$5,493		\$5,493	
HEALTH & LIFE INSURANCE	\$19,461	\$19,461		\$19,461	
WIRELESS STIPEND	\$480	\$480		\$480	
JANITORIAL	\$30,600	\$30,600		\$30,600	
TELECOMMUNICATIONS	\$4,500	\$4,500		\$4,500	
UTILITIES	\$14,070	\$14,070		\$14,070	
MAINTENANCE CONTRACT	\$12,500	\$12,500		\$12,500	
REPAIRS & MAINTENANCE (GROUNDS)	\$5,000	\$5,000		\$5,000	
OPERATING COSTS (FACILITY)	\$15,360	\$15,360		\$15,360	
PARKS IMPROVEMENT / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0		\$0	
SUB-TOTAL PARK EAST YOUTH CENTER:	\$160,769	\$160,769	\$0	\$160,769	
PARK WEST - MARY COLLINS COMMUNITY CENTER					
JANITORIAL	\$40,880	\$40,880		\$40,880	
TELECOMMUNICATIONS	\$2,400	\$2,400		\$2,400	
UTILITIES	\$22,700	\$22,700		\$22,700	
REPAIR & MAINTENANCE CONTRACT	\$30,850	\$30,850		\$30,850	
REPAIR AND MAINTENANCE (GROUNDS)	\$7,500	\$7,500		\$7,500	
REPAIR AND MAINTENANCE (FACILITY)	\$27,000	\$27,000		\$27,000	
PARKS IMP - OPERATING	\$20,000	\$20,000	-\$9,685	\$10,315	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0	\$9,685	\$9,685	
PARKS - CAP OUTLAY	\$0	\$0		\$0	
SUB-TOTAL MINI PARK - WEST:	\$151,330	\$151,330	\$0	\$151,330	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
MIAMI LAKES OPTIMIST PARK					
MIAMI LAKES OPTIMIST TELECOMMUNICATION	\$11,025	\$11,025		\$11,025	
MIAMI LAKES OPTIMIST UTILITIES	\$121,080	\$121,080		\$121,080	
MIAMI LAKES OPTIMIST PARK MAINTENANCE	\$549,890	\$549,890		\$549,890	
REPAIRS AND MAINTENANCE (GROUNDS)	\$36,000	\$36,000		\$36,000	
REPAIRS AND MAINTENANCE (FACILITY)	\$18,285	\$18,285		\$18,285	
HURRICANE WILMA	\$0	\$0		\$0	
MIAMI LAKES PARK MARINA OPERATIONS	\$1,500	\$1,500		\$1,500	
MIAMI LAKES PARK/IMPROVEMENTS	\$20,000	\$20,000		\$20,000	
INFRASTRUCTURE	\$0			\$0	
MACHINERY & EQUIPMENT/CAPITAL OUTLAY	\$0			\$0	
SUB-TOTAL MIAMI LAKES OPTIMIST PARK:	\$757,780	\$757,780	\$0	\$757,780	
MINI PARKS					
UTILITIES	\$24,000	\$24,000		\$24,000	
MAINTENANCE CONTRACT	\$244,000	\$244,000		\$244,000	
REPAIRS & MAINTENANCE (GROUNDS)	\$63,610	\$63,610		\$63,610	
MINI PARKS-TREE TRIMMING	\$27,500	\$27,500		\$27,500	
OPERATING COSTS (FACILITY)	\$0	\$0		\$0	
FURNITURE & NON CAPITAL OUTLAY	\$5,000	\$5,000		\$5,000	
SUB-TOTAL MINI PARKS:	\$364,110	\$364,110	\$0	\$364,110	
BARBARA GOLEMAN					
BARBARA GOLEMAN MAINT	\$4,000	\$4,000		\$4,000	
SUB-TOTAL BARBARA GOLEMAN :	\$4,000	\$4,000	\$0	\$4,000	
TOTAL PARKS - COMMUNITY SERVICES	\$2,496,966	\$2,496,966	\$0	\$2,496,966	
COMMUNITY ENGAGEMENT AND OUTREACH					
LEISURE SERVICES					
SALARIES	\$287,282	\$287,282		\$287,282	
PAYROLL TAXES	\$21,977	\$21,977		\$21,977	
FRS RETIREMENT CONTRIBUTION	\$22,753	\$22,753		\$22,753	
HEALTH & LIFE INSURANCE	\$42,916	\$42,916		\$42,916	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
YOUTH CENTER COMMUNITY PROGRAMS	\$10,100	\$10,100		\$10,100	
TOWN COMMUNITY PROGRAMS	\$14,795	\$14,795		\$14,795	
UNIFORMS	\$0	\$0		\$0	
SUB-TOTAL LEISURE SERVICES:	\$401,262	\$401,262	\$0	\$401,262	
ECONOMIC DEVELOPMENT					
SALARIES	\$22,700	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,798	\$1,798		\$1,798	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$240	\$240		\$240	
SUB-TOTAL ECONOMIC DEVELOPMENT:	\$26,474	\$26,474	\$0	\$26,474	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
COMMUNICATIONS					
SALARIES	\$22,700	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,798	\$1,798		\$1,798	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$240	\$240		\$240	
SUB-TOTAL COMMUNICATIONS:	\$26,474	\$26,474	\$0	\$26,474	
SPECIAL EVENTS					
SALARIES	\$69,360	\$69,360		\$69,360	
PAYROLL TAXES	\$5,306	\$5,306		\$5,306	
FRS RETIREMENT CONTRIBUTION	\$5,493	\$5,493		\$5,493	
HEALTH & LIFE INSURANCE	\$19,461	\$19,461		\$19,461	
WIRELESS STIPEND	\$480	\$480		\$480	
SPEC EVENTS VETERANS DAY	\$6,000	\$8,500		\$8,500	
SPEC EVENTS 4TH JULY	\$25,000	\$25,000		\$25,000	
TOWN ANNIVERSARY	\$0	\$0		\$0	
OTHER EVENTS	\$13,067	\$13,067		\$13,067	
SUB-TOTAL SPECIAL EVENTS:	\$144,167	\$146,667	\$0	\$146,667	
COMMITTEES					
NEIGHBORHOOD IMPROVEMENT COMMITTEE					
BEAUTIFICATION COMMITTEE AWARDS	\$2,000	\$2,000		\$2,000	
LAKE LAKE AWARENESS MONTH	\$0	\$0		\$0	
PEDES PEDESTRIAN & BIKE INITIATIVES	\$6,000	\$6,000		\$6,000	
LAKE TESTING	\$0	\$0		\$0	
HOA QUARTERLY HOA PROJECTS	\$500	\$500		\$500	
LITT ANTI LITTER CAMPAIGN	\$0	\$0		\$0	
PROJ COMM PROJECTS/HOME IMPROVEMENT	\$500	\$500		\$500	
TOTAL NEIGHBORHOOD IMP COMMITTEE:	\$9,000	\$9,000	\$0	\$9,000	
CULTURAL AFFAIRS COMMITTEE					
BASEL ART BASEL MIAMI LAKES	\$1,500	\$1,500		\$1,500	
BLACK BLACK HISTORY MONTH CONCERT	\$3,750	\$3,750		\$3,750	
WOMEN WOMEN HISTORY MONTH	\$2,250	\$2,250		\$2,250	
SCOT SCOTTISH AMERICAN HERITAGE MONTH	\$1,000	\$1,000		\$1,000	
BOOK BOOK READING	\$750	\$750		\$750	
COF CONCERT ON THE FAIRWAY	\$10,500	\$10,500		\$10,500	
CON CONCERTS	\$4,500	\$4,500		\$4,500	
FT FISHING	\$500	\$500		\$500	
FOUR FOURTH OF JULY	\$11,500	\$11,500		\$11,500	
HISP HISPANIC HERITAGE	\$10,500	\$11,000		\$11,000	
S FLI SPRING FLING(PAINT A PICTURE)	\$600	\$600		\$600	
TOTAL CULTURAL AFFAIRS COMMITTEE:	\$47,350	\$47,850	\$0	\$47,850	
ECONOMIC DEVELOPMENT COMMITTEE					
MARKET MARKETING MATERIALS	\$11,000	\$11,000		\$11,000	
ML CH MISC EXPENSES	\$7,000	\$7,000		\$7,000	
REALT REALTOR EVENTS	\$5,200	\$5,200		\$5,200	
TRADE SHOW - BIO FLORIDA	\$0	\$0		\$0	
SHOWS MISC EXPENSES	\$3,000	\$3,000		\$3,000	
TOTAL ECONOMIC DEVELOPMENT COMMITTEE:	\$26,200	\$26,200	\$0	\$26,200	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
EDUCATIONAL ADVISORY BOARD					
AP LANGUAGE ARTS PROGRAM	\$26,000	\$26,000		\$26,000	
FRIEN FRIENDS OF THE LIBRARY	\$4,000	\$4,000		\$4,000	
IMAG IMAGINATION LIBRARY	\$4,000	\$4,000		\$4,000	
MISC. MISC. EXPENSES	\$300	\$300		\$300	
SAT/ SAT/ACT PREP COURSES	\$12,000	\$12,000		\$12,000	
STEM ELECTIVE COURSES	\$10,000	\$10,000		\$10,000	
EVENT TOWN EVENTS	\$2,000	\$2,000		\$2,000	
TOTAL EDUCATIONAL ADVISORY BOARD:	\$58,300	\$58,300	\$0	\$58,300	
ELDERLY AFFAIRS COMMITTEE					
FORU COMMUNITY FORUMS	\$2,500	\$3,000		\$3,000	
HF EAC - HEALTH FAIR	\$500	\$500		\$500	
METET MEET & EAT	\$7,800	\$8,300		\$8,300	
MISC MISC EXPENSE/SUPPLIES	\$2,500	\$2,500		\$2,500	
SENIO SENIOR FIELD TRIP	\$6,000	\$6,500		\$6,500	
SG SR. GAMES	\$2,500	\$3,500		\$3,500	
SRSO SENIOR SOCIAL	\$15,200	\$16,700		\$16,700	
TOTAL ELDERLY AFFAIRS COMMITTEE:	\$37,000	\$41,000	\$0	\$41,000	
YOUTH ACTIVITIES TASK FORCE					
BR BICYCLE RODEO	\$6,000	\$6,000		\$6,000	
HHH HALLOWEEN HAUNTED HOUSE	\$10,000	\$16,364		\$16,364	
JUST JUST RUN	\$2,000	\$2,000		\$2,000	
MP MOVIES IN THE PARK	\$11,000	\$19,000		\$19,000	
RELAY RELAY FOR LIFE	\$250	\$250		\$250	
SPRIN SPRING FLING	\$7,000	\$8,000		\$8,000	
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$2,000	\$2,000		\$2,000	
SUMMER YOUTH EMPL INITIATIVE	\$300	\$300		\$300	
WINTERFEST	\$6,450	\$4,936		\$4,936	
TOTAL YOUTH ACTIVITIES TASK FORCE:	\$45,000	\$58,850	\$0	\$58,850	
PUBLIC SAFETY COMMITTEE					
PUBLIC SAFETY IDENTITY THEFT PREVENTION	\$600	\$600		\$600	
BRKF POLICE APPRECIATION EVENT/BREAKFAST	\$1,000	\$1,000		\$1,000	
CERT C.E.R.T TRAINING	\$250	\$250		\$250	
EDUCATIONAL MATERIALS	\$750	\$750		\$750	
TOTAL PUBLIC SAFETY COMMITTEE:	\$2,600	\$2,600	\$0	\$2,600	
VETERANS AFFAIRS COMMITTEE					
CARE PACKAGE DRIVE	\$1,000	\$1,000		\$1,000	
MEMORIAL HONOR FUND	\$500	\$500		\$500	
MM MARLINS FIELD TRIP-MILITARY MONDAY	\$0	\$0		\$0	
PLAQU PURCH TREES W/PLAQUES	\$900	\$900		\$900	
TOTAL VERTERANS AFFAIRS COMMITTEE:	\$2,400	\$2,400	\$0	\$2,400	
TOTAL COMMITTEES EXPENDITURES:	\$227,850	\$246,200	\$0	\$246,200	
TOTAL COMMUNITY ENGAGEMENT AND OUTREACH EXPENDITURES	\$826,228	\$847,078	\$0	\$847,078	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
PUBLIC WORKS					
PUBLIC WORKS ADMINISTRATION					
REGULAR SALARIES	\$114,975	\$114,975		\$114,975	
COMPENSATED ABSENCES	\$0	\$0		\$0	
PAYROLL TAXES	\$8,796	\$8,796		\$8,796	
FRS CONTRIBUTIONS	\$9,106	\$9,106		\$9,106	
HEALTH & LIFE INSURANCE	\$11,751	\$11,751		\$11,751	
WIRELESS STIPEND	\$720	\$720		\$720	
TOWN ENGINEER	\$25,000	\$25,000		\$25,000	
PERMITS PLAN REVIEW	\$45,840	\$45,840		\$45,840	
VEHICLE REPAIR & MAINTENANCE	\$4,000	\$4,000		\$4,000	
UNDERGROUND UTILITY LOCATION	\$31,054	\$31,054		\$31,054	
PW MISCELLANEOUS	\$5,000	\$5,000		\$5,000	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
UNIFORMS	\$0	\$0		\$0	
VEH OPERATING & MAINT	\$3,000	\$3,000		\$3,000	
FURN & EQUIP NON CAPITAL	\$2,000	\$2,000		\$2,000	
TOTAL PUBLIC WORKS ADMINISTRATION:	\$264,242	\$264,242	\$0	\$264,242	
PW - GREEN SPACE					
RIGHT OF WAY ELECTRICITY	\$11,000	\$11,000		\$11,000	
WATER	\$60,000	\$60,000	-\$15,000	\$45,000	
REPAIR & MAINTENANCE	\$453,743	\$453,743	-\$15,000	\$438,743	
PUBLIC WORK ENTRY MAINT	\$4,700	\$4,700		\$4,700	
EXTERMINATION SERVICES	\$3,000	\$3,000		\$3,000	
PW TREE REMOVAL	\$22,000	\$22,000	\$30,000	\$52,000	
TREE TRIMMING	\$229,000	\$229,000		\$229,000	
NEW TREE PLANTING	\$55,000	\$55,000		\$55,000	
BEAUTIFICATION PLAN	\$0	\$0		\$0	
SUB-TOTAL PW-GREEN SPACE:	\$838,443	\$838,443	\$0	\$838,443	
TOTAL PUBLIC WORKS EXPENDITURES:	\$1,102,685	\$1,102,685	\$0	\$1,102,685	
NON-DEPARTMENTAL					
OPERATING SURPLUS	\$0	\$0		\$0	
RESERVE FOR LITIGATION/SETTLEMENT	\$500,000	\$400,000		\$400,000	
TOTAL NON-DEPARTMENTAL EXPENDITURES	\$500,000	\$400,000	\$0	\$400,000	
TOTAL GENERAL FUND EXPENDITURES	\$16,858,197	\$17,042,324	\$0	\$17,042,324	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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CAPITAL PROJECTS FUND

FACILITIES AND EQUIPMENT IMPROVEMENT

REVENUES

TRANSFER FROM IMPACT FEE FUND - POLICE	\$30,865	\$177,950		\$177,950
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CAP PROJ BUDGET CARRYFORWARD	\$144,135	\$107,885		\$107,885
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TOTAL REVENUES	\$175,000	\$285,835	\$0	\$285,835
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EXPENDITURES

MACHINERY & EQUIPMENT	\$175,000	\$285,835		\$285,835
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TRANSFER TO GENERAL FUND	\$0	\$0		\$0
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TOTAL EXPENDITURES	\$175,000	\$285,835	\$0	\$285,835
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PARKS IMPROVEMENTS

REVENUES

FDOT - 2017 HIGHWAY BEAUTIFICATION GRANT	\$0	\$100,000		\$100,000
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NEAT STREETS GRANT		\$0	\$18,500	\$18,500	Grant award for West Lakes Reforestation Phase II
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CAP PARKS BUDGET CARRYFORWARD	\$405,000	\$822,769		\$822,769
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TRANS FR PARKS IMPACT FEE FD - OPEN	\$30,000	\$68,000		\$68,000
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TRANS FR PARKS IMPACT FEE FD - IMPROV	\$995,000	\$995,000		\$995,000
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TRANSF IN-SPEC REVENUE	\$0	\$0		\$0
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TOTAL REVENUES:	\$1,430,000	\$1,985,769	\$18,500	\$2,004,269
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EXPENDITURES

DOG PARK	\$0	\$5,355		\$5,355
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CIP RESERVE FOR PARKS	\$0	\$93,368	-\$15,000	\$78,368	Reserve for future parks projects. Funds transferred for pocket park re-sodding
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IT INFRASTRUCTURE	\$0	\$14,400		\$14,400
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WEST LAKE NEIGHBORHOOD REFORESTATION F	\$0	\$94,763	\$81,000	\$175,763	Full funding for Phase II at \$100,000.
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TOTAL ADMINISTRATIVE PROJECTS:	\$0	\$207,886	\$66,000	\$273,886
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FDOT HIGHWAY BEAUTIFICATION	\$0	\$196,477	-\$62,500	\$133,977	FDOT grant and match extended due to postponement of project till 2026. Funds transferred to Westlake Neighborhood Reforestation Phase 2.
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BMP - 154TH STREET AND PALMETTO	\$0	\$100,000	-\$100,000	\$0	Enhancement to FDOT project postponed until 2026. Funds transferred for pocket park re-sodding.
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TOTAL GREENWAY AND TRAILS:	\$0	\$296,477	-\$162,500	\$133,977
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ROP BALLFIELDS IMPROVEMENTS	\$0	\$5,200		\$5,200
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TOTAL ROYAL OAKS PARK PROJECTS:	\$0	\$5,200	\$0	\$5,200
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TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
MINI PARKS COMM CENT WEST	\$75,000	\$80,606		\$80,606	
TOTAL PARK - WEST (MARY COLLINS):	\$75,000	\$80,606	\$0	\$80,606	
MLOP CLUBHOUSE/FURNITURE & FIXTURES	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0		\$0	
MLOP MARINA	\$0	\$0		\$0	
MLOP STORAGE FACILITY	\$80,000	\$80,000		\$80,000	
MLOP WORKS OF ART/COLLECTIONS	\$30,000	\$30,000		\$30,000	
MLOP MASTER PLAN	\$1,000,000	\$1,000,000		\$1,000,000	
TOTAL MIAMI LAKES OPTIMIST PARK	\$1,110,000	\$1,110,000	\$0	\$1,110,000	
INFRASTRUCTURE IMPROVEMENT	\$0	\$0	\$115,000	\$115,000	Re-sodding of pocket parks
MINI PARKS IMPROVEMENTS	\$65,000	\$105,600		\$105,600	
TOTAL MINI PARKS	\$65,000	\$105,600	\$0	\$105,600	
BRIDGE PARK	\$0	\$0		\$0	
PAR 3 PARK	\$150,000	\$150,000		\$150,000	
PASSIVE PARK DEVELOPMENT	\$30,000	\$30,000		\$30,000	
TOTAL PASSIVE PARK DEVELOPMENT	\$180,000	\$180,000	\$0	\$180,000	
TOTAL PARKS IMPROVEMENTS EXPENDITURES	\$1,430,000	\$1,985,769	\$18,500	\$2,004,269	
TRANSPORTATION IMPROVEMENTS					
REVENUES					
SECOND LOC OPT GAS TAXE 3 cent	\$144,833	\$144,833		\$144,833	
MPO GRANT	\$0	\$17,725		\$17,725	
TAP GRANT	\$1,000,000	\$1,000,000		\$1,000,000	
SAFE ROUTES TO SCHOOL	\$389,300	\$559,300		\$559,300	
STATE GRANT	\$0	\$100,000		\$100,000	
INTEREST INCOME	\$25,000	\$25,000		\$25,000	
TRANSF F/SRF PTP	\$825,000	\$825,000		\$825,000	
TRANSFER FROM ROAD IMPACT FEE FUND	\$408,069	\$641,934		\$641,934	
TRANSF FROM MOBILITY FEE FUND	\$300,000	\$322,108		\$322,108	
CAPTRANSP BUDGET CARRYFORWARD	\$1,160,079	\$1,390,290		\$1,390,290	
TOTAL REVENUES	\$4,252,281	\$5,026,190	\$0	\$5,026,190	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
EXPENDITURES					
TRAFFIC CALMING	\$25,000	\$25,000		\$25,000	
CIP RESERVE FOR TRANSPORT	\$0	\$0		\$0	
59TH AVENUE EXTENSION, PUBLIC WORKS	\$775,000	\$775,000		\$775,000	
TRANSP LAKE SARAH IMPROV	\$590,960	\$593,481		\$593,481	
SAFE ROUTES TO SCHOOL ALONG MLS	\$580,000	\$649,550		\$649,550	
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0	\$0			
64th AVENUE MILLING AND RESURFACING	\$0	\$0			
BEAUTIFICATION- Entrance Feature	\$0	\$0			
WINDMILL GATE ROAD IMPROVEMENTS	\$0	\$384,059	-\$185,000	\$199,059	Estimated construction cost less than anticipated. Funds transferred to Underpasses project line item.
PALMETTO & NW 67TH AVENUE WIDENING	\$408,069	\$441,747		\$441,747	
GREENWAY AND TRAILS STRIPING	\$50,000	\$50,000		\$50,000	
PEDESTRIAN CROSSWALKS	\$0	\$0		\$0	
164TH STREET & NW 87TH AVENUE	\$0	\$0		\$0	
MIAMI LAKES GREEN (NW 77TH CT		\$0		\$0	
154TH STREET & 77TH COURT	\$0	\$0		\$0	
COMPLETE STREETS IMPLEMENTATION PLAN	\$0	\$10,651		\$10,651	
COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$650,000	\$673,250		\$673,250	
COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 AND 153 STREETS)	\$650,000	\$650,000		\$650,000	
MIAMI LAKEWAY SOUTH RESURFACE	\$193,252	\$193,252		\$193,252	
NW 146/159 STREET UNDERPASSES	\$165,000	\$165,000	\$350,000	\$515,000	LFA with FDOT for design of underpasses \$412,000; traffic signal warrant analysis \$43,000 and 50% design for NW77th Avenue bridge widening for shared use path \$60,000
160TH STREET UNDERPASS BRIDGE	\$165,000	\$165,000	-\$165,000	\$0	Reclass to above
ADAPTIVE SIGNALIZATION PROGRAM	\$0	\$174,867		\$174,867	
82ND AVENUE & OAK LANE RECONFIGURATION	\$0	\$75,333		\$75,333	
TOTAL EXPENDITURES:	\$4,252,281	\$5,026,190	\$0	\$5,026,190	
STORMWATER IMPROVEMENTS					
REVENUES					
STORMWATER GRANTS	\$0	\$425,000		\$425,000	
STORMWATER GRANTS	\$1,000,000	\$1,000,000		\$1,000,000	
CAPITAL SW BUDGET CARRYFORWD	\$924,360	\$783,485		\$783,485	
TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$0	\$0		\$0	
TRANSF IN-STORMWATER	\$150,000	\$150,000		\$150,000	
TOTAL REVENUES:	\$2,074,360	\$2,358,485	\$0	\$2,358,485	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
EXPENDITURES					
CANAL BANK STABILIZATION - PHASE 2	\$868,000	\$971,450		\$971,450	
LAKE MARTHA DRAINAGE IMPROVEMENT	\$0	\$0		\$0	
LAKE SARAH IMPROVEMENT	\$1,107,440	\$1,284,454		\$1,284,454	
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0	\$0		\$0	
OPERATING CONTINGENCY- STORM	\$98,920	\$102,581		\$102,581	
TOTAL EXPENDITURES:	\$2,074,360	\$2,358,485	\$0	\$2,358,485	
TOTAL CAPITAL FUND PROJECTS REVENUES	\$7,931,640	\$9,656,278	\$18,500	\$9,674,778	
TOTAL CAPITAL FUND PROJECTS EXPENDITURES	\$7,931,640	\$9,656,278	\$18,500	\$9,674,778	

TOWN OF MIAMI LAKES
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GENERAL FUND EXPENDITURES					
TOWN COUNCIL AND MAYOR					
EXECUTIVE SALARIES- MAYOR	\$18,000	\$18,000		\$18,000	
REGULAR SALARIES	\$80,000	\$80,000		\$80,000	
OVERTIME	\$3,000	\$3,000		\$3,000	
PAYROLL TAXES	\$14,668	\$14,668		\$14,668	
FRS CONTRIBUTIONS	\$7,762	\$7,762		\$7,762	
HEALTH & LIFE INSURANCE	\$82,894	\$82,894		\$82,894	
HEALTH INSURANCE MAYOR	\$19,273	\$19,273		\$19,273	
WIRELESS STIPEND	\$960	\$960		\$960	
TRAVEL & PER DIEM	\$13,000	\$13,000		\$13,000	
CAR ALLOWANCE -MAYOR	\$7,200	\$7,200		\$7,200	
CAR ALLOWANCE -COUNCIL	\$36,000	\$36,000		\$36,000	
EXP ALLOWANCE MAYOR & COUNCIL	\$50,544	\$50,544		\$50,544	
REMOTE ACCESS DEVICE DATA PLAN	\$3,360	\$3,360		\$3,360	
CELL PHONES	\$2,100	\$2,100		\$2,100	
PRINTING & BINDING	\$1,000	\$1,000		\$1,000	
STATE OF TOWN ADDRESS	\$5,000	\$5,000		\$5,000	
TOY DRIVE	\$1,000	\$1,000		\$1,000	
COUNCIL DISCRETIONARY FUND	\$700	\$700		\$700	
COUNCIL UNIFORMS	\$360	\$360		\$360	
MEETING SET UP	\$300	\$300		\$300	
COUNCIL AWARDS	\$1,250	\$1,250		\$1,250	
MEMBERSHIPS SUBSCRIPTIONS	\$14,808	\$14,808		\$14,808	
EDUCATION & TRAINING	\$6,800	\$6,800		\$6,800	
TOTAL TOWN COUNCIL EXPENDITURES:	\$369,979	\$369,979	\$0	\$369,979	
TOWN CLERK					
REGULAR SALARIES	\$71,400	\$71,400		\$71,400	
PAYROLL TAXES	\$5,462	\$5,462		\$5,462	
FRS CONTRIBUTIONS	\$5,655	\$5,655		\$5,655	
HEALTH & LIFE INSURANCE	\$8,588	\$8,588		\$8,588	
WIRELESS STIPEND	\$480	\$480		\$480	
TOWN CLERK AGENDA MANAGER	\$25,165	\$25,165		\$25,165	
TOWN CLERK DATA SERVICE	\$480	\$480		\$480	
RENTALS AND LEASES	\$2,220	\$2,220		\$2,220	
TOWN CLERK CODIFICATION	\$11,000	\$11,000		\$11,000	
TOWN CLERK LEGAL ADVERTISING	\$18,040	\$18,040		\$18,040	
ADMINISTRATIVE SUPPORT	\$1,000	\$1,000		\$1,000	
TOWN CLERK ELECTION COSTS	\$15,000	\$15,000		\$15,000	
UNIFORMS	\$0	\$0		\$0	
CLERK EDUCATION AND TRAINING	\$800	\$800		\$800	
SOFTWARE LICENSES	\$2,330	\$2,330		\$2,330	
TOTAL TOWN CLERK EXPENDITURES:	\$167,620	\$167,620	\$0	\$167,620	
TOWN ATTORNEY					
GENERAL LEGAL	\$150,000	\$150,000		\$150,000	
ROUTINE LITIGATION RESERVE	\$80,000	\$80,000		\$80,000	
M. PIZZI LITIGATION/INSURANCE RECOVERY	\$0	\$100,000		\$100,000	
CHARTER REVIEW COMMISSION	\$0	\$0		\$0	
TOTAL TOWN ATTORNEY EXPENDITURES:	\$230,000	\$330,000	\$0	\$330,000	

TOWN OF MIAMI LAKES
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TOWN ADMINISTRATION					
REGULAR SALARIES	\$716,945	\$731,945		\$731,945	
EMPLOYEE BONUSES/COLA	\$52,328	\$52,328		\$52,328	
ADM OVERTIME	\$3,000	\$3,000		\$3,000	
PAYROLL TAXES	\$77,874	\$77,874		\$77,874	
FRS CONTRIBUTIONS	\$99,036	\$99,036		\$99,036	
ICMA 457 PL	\$21,512	\$21,512		\$21,512	
HEALTH & LIFE INSURANCE	\$145,760	\$145,760		\$145,760	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
ADM UNEMPLOYMENT CLAIMS	\$0	\$0		\$0	
PROFESSIONAL SERVICES	\$37,000	\$37,000		\$37,000	
INTERGOVERNMENTAL (LOBBYIST)	\$48,000	\$48,000		\$48,000	
ACCOUNTING & PAYROLL	\$23,664	\$23,664		\$23,664	
INDEPENDENT AUDIT	\$51,000	\$51,000		\$51,000	
ADM HEALTH SPENDING ACCT/WELLN	\$10,000	\$10,000		\$10,000	
ADM BACKGROUND CHECKS	\$1,500	\$1,500		\$1,500	
ADM - TRAVEL & PER DIEM	\$10,000	\$10,000		\$10,000	
CAR ALLOWANCE	\$6,000	\$6,000		\$6,000	
TELEPHONE SERVICES	\$0	\$0		\$0	
REMOTE ACCESS DEVICE DATA PLAN	\$580	\$580		\$580	
ADM - POSTAGE & DELIVERY	\$19,000	\$19,000		\$19,000	
ADM - COPIER LEASE	\$16,270	\$16,270		\$16,270	
RENT- TOWN HALL	\$0	\$0		\$0	
ADM - INSURANCE	\$218,235	\$218,235		\$218,235	
REPAIR AND MAINT CONTRACTS	\$0	\$0		\$0	
ADM - PRINTING & BINDING	\$1,500	\$1,500		\$1,500	
ADM TOWN BRANDING & STRATEGIC PLAN	\$9,500	\$9,500		\$9,500	
ADM ADVERTISEMENT RECRUITMENT	\$1,500	\$1,500		\$1,500	
CLERICAL/ADMINISTRATIVE SUPPORT	\$5,000	\$5,000		\$5,000	
INVESTMENT ADVISORY SERVICE	\$7,000	\$7,000		\$7,000	
FINANCIAL INSTITUTION FEES	\$10,000	\$10,000		\$10,000	
CREDIT CARD FEES	\$0	\$0		\$0	
HURRICANE EXPENSES	\$2,500	\$2,500		\$2,500	
ADM - OFFICE SUPPLIES	\$30,000	\$0		\$0	
UNIFORMS	\$2,600	\$2,600		\$2,600	
ADM-BOOKS/PUBLIC/SUBSCRIP/MEM	\$6,100	\$6,100		\$6,100	
EDUCATION & TRAINING	\$10,000	\$10,000		\$10,000	
ADM-FURNITURE/EQUIP NON-CAP	\$1,000	\$1,000		\$1,000	
I-TOTAL ADMINISTRATION EXPENDITURES	\$1,645,844	\$1,630,844	\$0	\$1,630,844	
INFORMATION SYSTEMS					
IT CORE SERVICE SUPPORT	\$114,660	\$114,660		\$114,660	
WEB SUPPORT	\$14,800	\$14,800		\$14,800	
VOICE SUPPORT	\$25,000	\$25,000		\$25,000	
DIGITAL IMAGING	\$0	\$0		\$0	
INTERNET SERVICES	\$14,460	\$14,460		\$14,460	
RENTALS AND LEASES	\$0	\$0		\$0	
IT SUPPLIES	\$0	\$0	\$13,000	\$13,000	IT operating supplies including laptops, workstations, network storage, peripherals, cabling, battery back up and accessories.
INFRASTRUCTURE - IT	\$45,000	\$45,000	-\$45,000	\$0	Reclass budget to the proper accounts
MACHINERY & EQUIPMENT	\$0	\$20,442	\$32,000	\$52,442	Per IT Replacement Plan - disaster and data recovery system (\$16,000) replace servers (\$16,000)

TOWN OF MIAMI LAKES
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TECHNOLOGY ENHANCEMENTS/SOFTWARE	\$7,500	\$7,500		\$7,500	
COMPUTER SOFTWARE LICENSES	\$115,688	\$115,688		\$115,688	
SUB-TOTAL INFORMATION SYSTEMS:	\$337,108	\$357,550	\$0	\$357,550	
ADMINISTRATION - TRANSFERS					
RESERVE FOR FUTURE DONATIONS	\$10,000	\$10,000		\$10,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$188,550	\$218,550		\$218,550	
SUB-TOTAL ADMINISTRATION TRANSFERS:	\$198,550	\$228,550	\$0	\$228,550	
TOTAL ADMINISTRATION EXPENDITURES:	\$2,181,502	\$2,216,944	\$0	\$2,216,944	
POLICE					
POL - PATROL SERVICES	\$7,826,000	\$7,826,000		\$7,826,000	
POLICE OVERTIME	\$320,000	\$320,000		\$320,000	
PROSECUTION-CRIMINAL VIOLATION	\$200	\$200		\$200	
POLICE TELEPHONE SVC	\$0	\$0		\$0	
TELEPHONE- DEDICATED LINES	\$2,400	\$2,400		\$2,400	
POLICE UTILITIES	\$0	\$0		\$0	
RENTALS AND LEASES	\$0	\$0		\$0	
POLICE COPIER COSTS	\$2,500	\$2,500		\$2,500	
POLICE REPAIR & MAINTENANCE	\$0	\$0		\$0	
VEHICLE REPAIR AND MAINTENANCE	\$3,000	\$3,000		\$3,000	
POLICE - MISC. EXPENSE	\$500	\$500		\$500	
POLICE OFFICE SUPPLIES	\$3,500	\$0		\$0	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
POLICE UNIFORMS	\$4,000	\$4,000		\$4,000	
POLICE - FUEL COSTS	\$1,000	\$1,000		\$1,000	
MEMBERSHIPS AND SUBSCRIPTIONS	\$225	\$225		\$225	
POLICE CRIME PREVENT TRAIN	\$3,000	\$3,000		\$3,000	
TRANSFER TO FACILITIES MAINTENANCE FUND	\$84,847	\$88,347		\$88,347	
SUB-TOTAL POLICE EXPENDITURES:	\$8,254,172	\$8,254,172	\$0	\$8,254,172	
SCHOOL CROSSING GUARDS					
REGULAR SALARIES	\$65,785	\$65,785		\$65,785	
PAYROLL TAXES	\$5,033	\$5,033		\$5,033	
FRS CONTRIBUTIONS	\$5,210	\$5,210		\$5,210	
WORKMAN'S COMPENSATION	\$0	\$0		\$0	
OPERATING SUPPLIES	\$750	\$750		\$750	
UNIFORMS	\$3,000	\$3,000		\$3,000	
EDUCATION & TRAINING	\$624	\$624		\$624	
SUB-TOTAL SCHOOL CROSSING GUARDS:	\$80,402	\$80,402	\$0	\$80,402	
TOTAL POLICE EXPENDITURES:	\$8,334,574	\$8,334,574	\$0	\$8,334,574	
PLANNING					
REGULAR SALARIES	\$116,000	\$116,000		\$116,000	
PAYROLL TAXES	\$8,874	\$8,874		\$8,874	
FRS CONTRIBUTIONS	\$9,187	\$9,187		\$9,187	
HEALTH & LIFE INSURANCE	\$10,729	\$10,729		\$10,729	
WIRELESS STIPEND	\$480	\$480		\$480	
PLANNING CONSULTING	\$55,200	\$55,200		\$55,200	
PLANNING & DEVELOPMENT CDMP	-\$127,835	\$0		\$0	
PLANNING-SITE PLAN REVIEW	\$500	\$500		\$500	
PLANNING PRINTING COSTS	\$500	\$500		\$500	
SUB-TOTAL PLANNING:	\$73,635	\$201,470	\$0	\$201,470	

TOWN OF MIAMI LAKES
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CODE COMPLIANCE					
REGULAR SALARIES	\$95,486	\$95,486		\$95,486	
PAYROLL TAXES	\$7,305	\$7,305		\$7,305	
FRS CONTRIBUTIONS	\$7,563	\$7,563		\$7,563	
HEALTH & LIFE INSURANCE	\$20,459	\$20,459		\$20,459	
SPECIAL MASTER	\$3,600	\$3,600		\$3,600	
CONTRACT CODE ENF SER	\$129,280	\$129,280		\$129,280	
CAR ALLOWANCE	\$0	\$0		\$0	
REMOTE ACCESS DEVICE DATA PLAN	\$1,000	\$1,000		\$1,000	
PLANNING MOBILE PHONES	\$360	\$360		\$360	
ABANDONED PROPERTY MAINT	\$1,500	\$1,500		\$1,500	
CODE ENF LIEN RECORDING	\$8,000	\$8,000		\$8,000	
ALARM MONITORING PROGRAM	\$25,000	\$25,000		\$25,000	
CODE ENFORCEMENT UNIFORMS	\$0	\$0		\$0	
EDUCATION & TRAINING	\$1,500	\$1,500		\$1,500	
SUB-TOTAL CODE COMPLIANCE:	\$301,053	\$301,053	\$0	\$301,053	
TRANSIT					
DEMAND SERVICES - CONTRACT	\$0	\$0			
SUB-TOTAL TRANSIT:	\$0	\$0	\$0	\$0	
TOTAL PLANNING, CODE COMPLIANCE & TRANSIT EXPENDITURES:	\$374,688	\$502,523	\$0	\$502,523	
QNIP					
QNIP DEBT SERVICE	\$0	\$0		\$0	
QNIP DEBT SERVICE - PRINCIPAL	\$110,345	\$110,345		\$110,345	
QNIP DEBT SERVICE - INTEREST	\$43,078	\$43,078		\$43,078	
TOTAL QNIP EXPENDITURES:	\$153,423	\$153,423	\$0	\$153,423	
BUILDING					
TRANSFER OUT TO BUILDING FUND	\$0	\$0			
SUB-TOTAL BUILDING EXPENDITURES:	\$0	\$0	\$0	\$0	
ZONING					
REGULAR SALARIES	\$104,294	\$104,294		\$104,294	
PAYROLL TAXES	\$7,978	\$7,978		\$7,978	
FRS CONTRIBUTIONS	\$8,260	\$8,260		\$8,260	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
SUB-TOTAL ZONING EXPENDITURES	\$120,532	\$120,532	\$0	\$120,532	
TOTAL BUILDING & ZONING EXPENDITURES:	\$120,532	\$120,532	\$0	\$120,532	
PARKS - COMMUNITY SERVICES					
REGULAR SALARIES	\$302,675	\$302,675		\$302,675	
OVERTIME	\$500	\$500		\$500	
PAYROLL TAXES	\$23,155	\$23,155		\$23,155	
FRS CONTRIBUTIONS	\$23,972	\$23,972		\$23,972	
HEALTH & LIFE INSURANCE	\$42,916	\$42,916		\$42,916	
WIRELESS STIPEND	\$2,400	\$2,400		\$2,400	
PROFESSIONAL SERVICES	\$79,560	\$79,560		\$79,560	

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VEHICLE REPAIR & MAINTENANCE	\$3,500	\$3,500		\$3,500	
PRINTING EXPENSE	\$1,000	\$1,000		\$1,000	
ADMINISTRATIVE SUPPORT	\$0	\$0		\$0	
CREDIT CARD FEES	\$3,500	\$3,500		\$3,500	
MISCELLANEOUS	\$700	\$700		\$700	
COACHES BACKGROUND CK	\$5,600	\$5,600		\$5,600	
CHECK CERTIFICATION CLINIC	\$2,500	\$2,500		\$2,500	
VEHICLE FUEL	\$5,000	\$5,000		\$5,000	
SUB-TOTAL COMMUNITY SERVICES:	\$496,977	\$496,977	\$0	\$496,977	
ROYAL OAKS PARK					
JANITORIAL	\$66,550	\$66,550		\$66,550	
ROYAL OAKS PARK TELECOMMUNICATIONS	\$9,600	\$9,600		\$9,600	
ROYAL OAKS PARK UTILITIES	\$98,100	\$98,100		\$98,100	
ROP MAINTENANCE CONTRACT	\$291,500	\$291,500		\$291,500	
ROP REPAIRS & MAINTENANCE (GROUNDS)	\$60,000	\$60,000		\$60,000	
ROP OPERATING COSTS (FACILITY)	\$31,250	\$31,250		\$31,250	
ROP-FUR & EQUIP / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
SUB-TOTAL ROYAL OAKS PARK:	\$562,000	\$562,000	\$0	\$562,000	
PARK EAST YOUTH CENTER					
SALARIES	\$44,872	\$44,872		\$44,872	
PAYROLL TAXES	\$3,433	\$3,433		\$3,433	
FRS RETIREMENT CONTRIBUTION	\$5,493	\$5,493		\$5,493	
HEALTH & LIFE INSURANCE	\$19,461	\$19,461		\$19,461	
WIRELESS STIPEND	\$480	\$480		\$480	
JANITORIAL	\$30,600	\$30,600		\$30,600	
TELECOMMUNICATIONS	\$4,500	\$4,500		\$4,500	
UTILITIES	\$14,070	\$14,070		\$14,070	
MAINTENANCE CONTRACT	\$12,500	\$12,500		\$12,500	
REPAIRS & MAINTENANCE (GROUNDS)	\$5,000	\$5,000		\$5,000	
OPERATING COSTS (FACILITY)	\$15,360	\$15,360		\$15,360	
PARKS IMPROVEMENT / NON CAP	\$5,000	\$5,000		\$5,000	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0		\$0	
SUB-TOTAL PARK EAST YOUTH CENTER:	\$160,769	\$160,769	\$0	\$160,769	
PARK WEST - MARY COLLINS COMMUNITY CENTER					
JANITORIAL	\$40,880	\$40,880		\$40,880	
TELECOMMUNICATIONS	\$2,400	\$2,400		\$2,400	
UTILITIES	\$22,700	\$22,700		\$22,700	
REPAIR & MAINTENANCE CONTRACT	\$30,850	\$30,850		\$30,850	
REPAIR AND MAINTENANCE (GROUNDS)	\$7,500	\$7,500		\$7,500	
REPAIR AND MAINTENANCE (FACILITY)	\$27,000	\$27,000		\$27,000	
PARKS IMP - OPERATING	\$20,000	\$20,000	-\$9,685	\$10,315	
INFRASTRUCTURE	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0	\$9,685	\$9,685	
PARKS - CAP OUTLAY	\$0	\$0		\$0	
SUB-TOTAL MINI PARK - WEST:	\$151,330	\$151,330	\$0	\$151,330	

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MIAMI LAKES OPTIMIST PARK					
MIAMI LAKES OPTIMIST TELECOMMUNICATION	\$11,025	\$11,025		\$11,025	
MIAMI LAKES OPTIMIST UTILITIES	\$121,080	\$121,080		\$121,080	
MIAMI LAKES OPTIMIST PARK MAINTENANCE	\$549,890	\$549,890		\$549,890	
REPAIRS AND MAINTENANCE (GROUNDS)	\$36,000	\$36,000		\$36,000	
REPAIRS AND MAINTENANCE (FACILITY)	\$18,285	\$18,285		\$18,285	
HURRICANE WILMA	\$0	\$0		\$0	
MIAMI LAKES PARK MARINA OPERATIONS	\$1,500	\$1,500		\$1,500	
MIAMI LAKES PARK/IMPROVEMENTS	\$20,000	\$20,000		\$20,000	
INFRASTRUCTURE	\$0			\$0	
MACHINERY & EQUIPMENT/CAPITAL OUTLAY	\$0			\$0	
MIAMI LAKES OPTIMIST PARK:	\$757,780	\$757,780	\$0	\$757,780	
MINI PARKS					
UTILITIES	\$24,000	\$24,000		\$24,000	
MAINTENANCE CONTRACT	\$244,000	\$244,000		\$244,000	
REPAIRS & MAINTENANCE (GROUNDS)	\$63,610	\$63,610		\$63,610	
MINI PARKS-TREE TRIMMING	\$27,500	\$27,500		\$27,500	
OPERATING COSTS (FACILITY)	\$0	\$0		\$0	
FURNITURE & NON CAPITAL OUTLAY	\$5,000	\$5,000		\$5,000	
SUB-TOTAL MINI PARKS:	\$364,110	\$364,110	\$0	\$364,110	
BARBARA GOLEMAN					
BARBARA GOLEMAN MAINT	\$4,000	\$4,000		\$4,000	
SUB-TOTAL BARBARA GOLEMAN :	\$4,000	\$4,000	\$0	\$4,000	
TOTAL PARKS - COMMUNITY SERVICES	\$2,496,966	\$2,496,966	\$0	\$2,496,966	
COMMUNITY ENGAGEMENT AND OUTREACH					
LEISURE SERVICES					
SALARIES	\$287,282	\$287,282		\$287,282	
PAYROLL TAXES	\$21,977	\$21,977		\$21,977	
FRS RETIREMENT CONTRIBUTION	\$22,753	\$22,753		\$22,753	
HEALTH & LIFE INSURANCE	\$42,916	\$42,916		\$42,916	
WIRELESS STIPEND	\$1,440	\$1,440		\$1,440	
YOUTH CENTER COMMUNITY PROGRAMS	\$10,100	\$10,100		\$10,100	
TOWN COMMUNITY PROGRAMS	\$14,795	\$14,795		\$14,795	
UNIFORMS	\$0	\$0		\$0	
SUB-TOTAL LEISURE SERVICES:	\$401,262	\$401,262	\$0	\$401,262	
ECONOMIC DEVELOPMENT					
SALARIES	\$22,700	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,798	\$1,798		\$1,798	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$240	\$240		\$240	
SUB-TOTAL ECONOMIC DEVELOPMENT:	\$26,474	\$26,474	\$0	\$26,474	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
COMMUNICATIONS					
SALARIES	\$22,700	\$22,700		\$22,700	
PAYROLL TAXES	\$1,737	\$1,737		\$1,737	
FRS RETIREMENT CONTRIBUTION	\$1,798	\$1,798		\$1,798	
HEALTH & LIFE INSURANCE	\$0	\$0		\$0	
WIRELESS STIPEND	\$240	\$240		\$240	
SUB-TOTAL COMMUNICATIONS:	\$26,474	\$26,474	\$0	\$26,474	
SPECIAL EVENTS					
SALARIES	\$69,360	\$69,360		\$69,360	
PAYROLL TAXES	\$5,306	\$5,306		\$5,306	
FRS RETIREMENT CONTRIBUTION	\$5,493	\$5,493		\$5,493	
HEALTH & LIFE INSURANCE	\$19,461	\$19,461		\$19,461	
WIRELESS STIPEND	\$480	\$480		\$480	
SPEC EVENTS VETERANS DAY	\$6,000	\$8,500		\$8,500	
SPEC EVENTS 4TH JULY	\$25,000	\$25,000		\$25,000	
TOWN ANNIVERSARY	\$0	\$0		\$0	
OTHER EVENTS	\$13,067	\$13,067		\$13,067	
SUB-TOTAL SPECIAL EVENTS:	\$144,167	\$146,667	\$0	\$146,667	
COMMITTEES					
NEIGHBORHOOD IMPROVEMENT COMMITTEE					
BEAUTIFICATION COMMITTEE AWARDS	\$2,000	\$2,000		\$2,000	
LAKE LAKE AWARENESS MONTH	\$0	\$0		\$0	
PEDES PEDESTRIAN & BIKE INITIATIVES	\$6,000	\$6,000		\$6,000	
LAKE TESTING	\$0	\$0		\$0	
HOA QUARTERLY HOA PROJECTS	\$500	\$500		\$500	
LITT ANTI LITTER CAMPAIGN	\$0	\$0		\$0	
PROJ COMM PROJECTS/HOME IMPROVEMENT	\$500	\$500		\$500	
TOTAL NEIGHBORHOOD IMP COMMITTEE:	\$9,000	\$9,000	\$0	\$9,000	
CULTURAL AFFAIRS COMMITTEE					
BASEL ART BASEL MIAMI LAKES	\$1,500	\$1,500		\$1,500	
BLACK BLACK HISTORY MONTH CONCERT	\$3,750	\$3,750		\$3,750	
WOMEN WOMEN HISTORY MONTH	\$2,250	\$2,250		\$2,250	
SCOT SCOTTISH AMERICAN HERITAGE MONTH	\$1,000	\$1,000		\$1,000	
BOOK BOOK READING	\$750	\$750		\$750	
COF CONCERT ON THE FAIRWAY	\$10,500	\$10,500		\$10,500	
CON CONCERTS	\$4,500	\$4,500		\$4,500	
FT FISHING	\$500	\$500		\$500	
FOUR FOURTH OF JULY	\$11,500	\$11,500		\$11,500	
HISP HISPANIC HERITAGE	\$10,500	\$11,000		\$11,000	
S FLI SPRING FLING(PAINT A PICTURE)	\$600	\$600		\$600	
TOTAL CULTURAL AFFAIRS COMMITTEE:	\$47,350	\$47,850	\$0	\$47,850	
ECONOMIC DEVELOPMENT COMMITTEE					
MARKET MARKETING MATERIALS	\$11,000	\$11,000		\$11,000	
ML CH MISC EXPENSES	\$7,000	\$7,000		\$7,000	
REALT REALTOR EVENTS	\$5,200	\$5,200		\$5,200	
TRADE SHOW - BIO FLORIDA	\$0	\$0		\$0	
SHOWS MISC EXPENSES	\$3,000	\$3,000		\$3,000	
TOTAL ECONOMIC DEVELOPMENT COMMITTEE:	\$26,200	\$26,200	\$0	\$26,200	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
EDUCATIONAL ADVISORY BOARD					
AP LANGUAGE ARTS PROGRAM	\$26,000	\$26,000		\$26,000	
FRIEN FRIENDS OF THE LIBRARY	\$4,000	\$4,000		\$4,000	
IMAG IMAGINATION LIBRARY	\$4,000	\$4,000		\$4,000	
MISC. MISC. EXPENSES	\$300	\$300		\$300	
SAT/ SAT/ACT PREP COURSES	\$12,000	\$12,000		\$12,000	
STEM ELECTIVE COURSES	\$10,000	\$10,000		\$10,000	
EVENT TOWN EVENTS	\$2,000	\$2,000		\$2,000	
TOTAL EDUCATIONAL ADVISORY BOARD:	\$58,300	\$58,300	\$0	\$58,300	
ELDERLY AFFAIRS COMMITTEE					
FORU COMMUNITY FORUMS	\$2,500	\$3,000		\$3,000	
HF EAC - HEALTH FAIR	\$500	\$500		\$500	
METET MEET & EAT	\$7,800	\$8,300		\$8,300	
MISC MISC EXPENSE/SUPPLIES	\$2,500	\$2,500		\$2,500	
SENIO SENIOR FIELD TRIP	\$6,000	\$6,500		\$6,500	
SG SR. GAMES	\$2,500	\$3,500		\$3,500	
SRSO SENIOR SOCIAL	\$15,200	\$16,700		\$16,700	
TOTAL ELDERLY AFFAIRS COMMITTEE:	\$37,000	\$41,000	\$0	\$41,000	
YOUTH ACTIVITIES TASK FORCE					
BR BICYCLE RODEO	\$6,000	\$6,000		\$6,000	
HHH HALLOWEEN HAUNTED HOUSE	\$10,000	\$16,364		\$16,364	
JUST JUST RUN	\$2,000	\$2,000		\$2,000	
MP MOVIES IN THE PARK	\$11,000	\$19,000		\$19,000	
RELAY RELAY FOR LIFE	\$250	\$250		\$250	
SPRIN SPRING FLING	\$7,000	\$8,000		\$8,000	
SPORT SPORTS PALOOZA/PRO SPORTS DAY	\$2,000	\$2,000		\$2,000	
SUMMER YOUTH EMPL INITIATIVE	\$300	\$300		\$300	
WINTERFEST	\$6,450	\$4,936		\$4,936	
TOTAL YOUTH ACTIVITIES TASK FORCE:	\$45,000	\$58,850	\$0	\$58,850	
PUBLIC SAFETY COMMITTEE					
PUBLIC SAFETY IDENTITY THEFT PREVENTION	\$600	\$600		\$600	
BRKF POLICE APPRECIATION EVENT/BREAKFAST	\$1,000	\$1,000		\$1,000	
CERT C.E.R.T TRAINING	\$250	\$250		\$250	
EDUCATIONAL MATERIALS	\$750	\$750		\$750	
TOTAL PUBLIC SAFETY COMMITTEE:	\$2,600	\$2,600	\$0	\$2,600	
VETERANS AFFAIRS COMMITTEE					
CARE PACKAGE DRIVE	\$1,000	\$1,000		\$1,000	
MEMORIAL HONOR FUND	\$500	\$500		\$500	
MM MARLINS FIELD TRIP-MILITARY MONDAY	\$0	\$0		\$0	
PLAQU PURCH TREES W/PLAQUES	\$900	\$900		\$900	
TOTAL VERTERANS AFFAIRS COMMITTEE:	\$2,400	\$2,400	\$0	\$2,400	
TOTAL COMMITTEES EXPENDITURES:	\$227,850	\$246,200	\$0	\$246,200	
TOTAL COMMUNITY ENGAGEMENT AND OUTREACH EXPENDITURES	\$826,228	\$847,078	\$0	\$847,078	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
PUBLIC WORKS					
PUBLIC WORKS ADMINISTRATION					
REGULAR SALARIES	\$114,975	\$114,975		\$114,975	
COMPENSATED ABSENCES	\$0	\$0		\$0	
PAYROLL TAXES	\$8,796	\$8,796		\$8,796	
FRS CONTRIBUTIONS	\$9,106	\$9,106		\$9,106	
HEALTH & LIFE INSURANCE	\$11,751	\$11,751		\$11,751	
WIRELESS STIPEND	\$720	\$720		\$720	
TOWN ENGINEER	\$25,000	\$25,000		\$25,000	
PERMITS PLAN REVIEW	\$45,840	\$45,840		\$45,840	
VEHICLE REPAIR & MAINTENANCE	\$4,000	\$4,000		\$4,000	
UNDERGROUND UTILITY LOCATION	\$31,054	\$31,054		\$31,054	
PW MISCELLANEOUS	\$5,000	\$5,000		\$5,000	
OPERATING SUPPLIES	\$3,000	\$3,000		\$3,000	
UNIFORMS	\$0	\$0		\$0	
VEH OPERATING & MAINT	\$3,000	\$3,000		\$3,000	
FURN & EQUIP NON CAPITAL	\$2,000	\$2,000		\$2,000	
TOTAL PUBLIC WORKS ADMINISTRATION:	\$264,242	\$264,242	\$0	\$264,242	
PW - GREEN SPACE					
RIGHT OF WAY ELECTRICITY	\$11,000	\$11,000		\$11,000	
WATER	\$60,000	\$60,000	-\$15,000	\$45,000	
REPAIR & MAINTENANCE	\$453,743	\$453,743	-\$15,000	\$438,743	
PUBLIC WORK ENTRY MAINT	\$4,700	\$4,700		\$4,700	
EXTERMINATION SERVICES	\$3,000	\$3,000		\$3,000	
PW TREE REMOVAL	\$22,000	\$22,000	\$30,000	\$52,000	
TREE TRIMMING	\$229,000	\$229,000		\$229,000	
NEW TREE PLANTING	\$55,000	\$55,000		\$55,000	
BEAUTIFICATION PLAN	\$0	\$0		\$0	
SUB-TOTAL PW-GREEN SPACE:	\$838,443	\$838,443	\$0	\$838,443	
TOTAL PUBLIC WORKS EXPENDITURES:	\$1,102,685	\$1,102,685	\$0	\$1,102,685	
NON-DEPARTMENTAL					
OPERATING SURPLUS	\$0	\$0		\$0	
RESERVE FOR LITIGATION/SETTLEMENT	\$500,000	\$400,000		\$400,000	
TOTAL NON-DEPARTMENTAL EXPENDITURES	\$500,000	\$400,000	\$0	\$400,000	
TOTAL GENERAL FUND EXPENDITURES	\$16,858,197	\$17,042,324	\$0	\$17,042,324	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
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CAPITAL PROJECTS FUND

FACILITIES AND EQUIPMENT IMPROVEMENT

REVENUES

TRANSFER FROM IMPACT FEE FUND - POLICE	\$30,865	\$177,950		\$177,950
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CAP PROJ BUDGET CARRYFORWARD	\$144,135	\$107,885		\$107,885
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TOTAL REVENUES	\$175,000	\$285,835	\$0	\$285,835
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EXPENDITURES

MACHINERY & EQUIPMENT	\$175,000	\$285,835		\$285,835
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TRANSFER TO GENERAL FUND	\$0	\$0		\$0
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TOTAL EXPENDITURES	\$175,000	\$285,835	\$0	\$285,835
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PARKS IMPROVEMENTS

REVENUES

FDOT - 2017 HIGHWAY BEAUTIFICATION GRANT	\$0	\$100,000		\$100,000
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NEAT STREETS GRANT		\$0	\$18,500	\$18,500	Grant award for West Lakes Reforestation Phase II
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CAP PARKS BUDGET CARRYFORWARD	\$405,000	\$822,769		\$822,769
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TRANS FR PARKS IMPACT FEE FD - OPEN	\$30,000	\$68,000		\$68,000
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TRANS FR PARKS IMPACT FEE FD - IMPROV	\$995,000	\$995,000		\$995,000
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TRANSF IN-SPEC REVENUE	\$0	\$0		\$0
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TOTAL REVENUES:	\$1,430,000	\$1,985,769	\$18,500	\$2,004,269
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EXPENDITURES

DOG PARK	\$0	\$5,355		\$5,355
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CIP RESERVE FOR PARKS	\$0	\$93,368	-\$30,300	\$63,068	Reserve for future parks projects. Funds transferred for pocket park re-sodding (\$15,000) and Madden's Hammock Park Biodiversity Study (\$15,300)
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IT INFRASTRUCTURE	\$0	\$14,400		\$14,400
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WEST LAKE NEIGHBORHOOD REFORESTATION F	\$0	\$94,763	\$81,000	\$175,763	Full funding for Phase II at \$100,000.
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TOTAL ADMINISTRATIVE PROJECTS:	\$0	\$207,886	\$50,700	\$258,586
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FDOT HIGHWAY BEAUTIFICATION	\$0	\$196,477	-\$62,500	\$133,977	FDOT grant and match extended due to postponement of project till 2026. Funds transferred to Westlake Neighborhood Reforestation Phase 2.
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BMP - 154TH STREET AND PALMETTO	\$0	\$100,000	-\$100,000	\$0	Enhancement to FDOT project postponed until 2026. Funds transferred for pocket park re-sodding.
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TOTAL GREENWAY AND TRAILS:	\$0	\$296,477	-\$162,500	\$133,977
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ROP BALLFIELDS IMPROVEMENTS	\$0	\$5,200		\$5,200
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TOTAL ROYAL OAKS PARK PROJECTS:	\$0	\$5,200	\$0	\$5,200
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TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
 Expenditure Detail by Line Item
 as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
MINI PARKS COMM CENT WEST	\$75,000	\$80,606		\$80,606	
TOTAL PARK - WEST (MARY COLLINS):	\$75,000	\$80,606	\$0	\$80,606	
MLOP CLUBHOUSE/FURNITURE & FIXTURES	\$0	\$0		\$0	
MACHINERY AND EQUIPMENT	\$0	\$0		\$0	
MLOP MARINA	\$0	\$0		\$0	
MLOP STORAGE FACILITY	\$80,000	\$80,000		\$80,000	
MLOP WORKS OF ART/COLLECTIONS	\$30,000	\$30,000		\$30,000	
MLOP MASTER PLAN	\$1,000,000	\$1,000,000		\$1,000,000	
TOTAL MIAMI LAKES OPTIMIST PARK	\$1,110,000	\$1,110,000	\$0	\$1,110,000	
INFRASTRUCTURE IMPROVEMENT	\$0	\$0	\$115,000	\$115,000	Re-sodding of pocket parks
MINI PARKS IMPROVEMENTS	\$65,000	\$105,600		\$105,600	
TOTAL MINI PARKS	\$65,000	\$105,600	\$0	\$105,600	
BRIDGE PARK	\$0	\$0		\$0	
PAR 3 PARK	\$150,000	\$150,000		\$150,000	
PASSIVE PARK DEVELOPMENT	\$30,000	\$30,000		\$30,000	
MADDEN'S HAMMOCK PARK	\$0	\$0	\$15,300	\$15,300	Biodiversity Study
TOTAL PASSIVE PARK DEVELOPMENT	\$180,000	\$180,000	\$15,300	\$195,300	
TOTAL PARKS IMPROVEMENTS EXPENDITURES	\$1,430,000	\$1,985,769	\$18,500	\$2,004,269	
TRANSPORTATION IMPROVEMENTS					
REVENUES					
SECOND LOC OPT GAS TAXE 3 cent	\$144,833	\$144,833		\$144,833	
MPO GRANT	\$0	\$17,725		\$17,725	
TAP GRANT	\$1,000,000	\$1,000,000		\$1,000,000	
SAFE ROUTES TO SCHOOL	\$389,300	\$559,300		\$559,300	
STATE GRANT	\$0	\$100,000		\$100,000	
INTEREST INCOME	\$25,000	\$25,000		\$25,000	
TRANSF F/SRF PTP	\$825,000	\$825,000		\$825,000	
TRANSFER FROM ROAD IMPACT FEE FUND	\$408,069	\$641,934		\$641,934	
TRANSF FROM MOBILITY FEE FUND	\$300,000	\$322,108		\$322,108	
CAPTRANSP BUDGET CARRYFORWARD	\$1,160,079	\$1,390,290		\$1,390,290	
TOTAL REVENUES	\$4,252,281	\$5,026,190	\$0	\$5,026,190	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
EXPENDITURES					
TRAFFIC CALMING	\$25,000	\$25,000		\$25,000	
CIP RESERVE FOR TRANSPORT	\$0	\$0		\$0	
59TH AVENUE EXTENSION, PUBLIC WORKS	\$775,000	\$775,000		\$775,000	
TRANSP LAKE SARAH IMPROV	\$590,960	\$593,481		\$593,481	
SAFE ROUTES TO SCHOOL ALONG MLS	\$580,000	\$649,550		\$649,550	
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0	\$0			
64th AVENUE MILLING AND RESURFACING	\$0	\$0			
BEAUTIFICATION- Entrance Feature	\$0	\$0			
WINDMILL GATE ROAD IMPROVEMENTS	\$0	\$384,059	-\$185,000	\$199,059	Estimated construction cost less than anticipated. Funds transferred to Underpasses project line item.
PALMETTO & NW 67TH AVENUE WIDENING	\$408,069	\$441,747		\$441,747	
GREENWAY AND TRAILS STRIPING	\$50,000	\$50,000		\$50,000	
PEDESTRIAN CROSSWALKS	\$0	\$0		\$0	
164TH STREET & NW 87TH AVENUE	\$0	\$0		\$0	
MIAMI LAKES GREEN (NW 77TH CT		\$0		\$0	
154TH STREET & 77TH COURT	\$0	\$0		\$0	
COMPLETE STREETS IMPLEMENTATION PLAN	\$0	\$10,651		\$10,651	
COMPLETE STREET IMPLEMENTATION : BUSINESS PARK EAST (NW 60TH AVE)	\$650,000	\$673,250		\$673,250	
COMPLETE STREET IMPLEMENTATION: MAIN STREET EAST (NW 151 AND 153 STREETS)	\$650,000	\$650,000		\$650,000	
MIAMI LAKEWAY SOUTH RESURFACE	\$193,252	\$193,252		\$193,252	
NW 146/159 STREET UNDERPASSES	\$165,000	\$165,000	\$350,000	\$515,000	LFA with FDOT for design of underpasses \$412,000; traffic signal warrant analysis \$43,000 and 50% design for NW77th Avenue bridge widening for shared use path \$60,000
160TH STREET UNDERPASS BRIDGE	\$165,000	\$165,000	-\$165,000	\$0	Reclass to above
ADAPTIVE SIGNALIZATION PROGRAM	\$0	\$174,867		\$174,867	
82ND AVENUE & OAK LANE RECONFIGURATION	\$0	\$75,333		\$75,333	
TOTAL EXPENDITURES:	\$4,252,281	\$5,026,190	\$0	\$5,026,190	
STORMWATER IMPROVEMENTS					
REVENUES					
STORMWATER GRANTS	\$0	\$425,000		\$425,000	
STORMWATER GRANTS	\$1,000,000	\$1,000,000		\$1,000,000	
CAPITAL SW BUDGET CARRYFORWD	\$924,360	\$783,485		\$783,485	
TRANSF IN-PEOPLES TRANSPORTATION PRGM	\$0	\$0		\$0	
TRANSF IN-STORMWATER	\$150,000	\$150,000		\$150,000	
TOTAL REVENUES:	\$2,074,360	\$2,358,485	\$0	\$2,358,485	

TOWN OF MIAMI LAKES
FY 2017-18 AMENDED BUDGET
Expenditure Detail by Line Item
as of April 2, 2018

ACCOUNT NAME/DESCRIPTION	FY2017-18 ADOPTED BUDGET	FY2017-18 AMENDED BUDGET	AMENDMENT AS AT 04/2018	FY2017-18 REVISED BUDGET	BUDGET COMMENTS (AMENDMENT/REVISION)
EXPENDITURES					
CANAL BANK STABILIZATION - PHASE 2	\$868,000	\$971,450		\$971,450	
LAKE MARTHA DRAINAGE IMPROVEMENT	\$0	\$0		\$0	
LAKE SARAH IMPROVEMENT	\$1,107,440	\$1,284,454		\$1,284,454	
HUTCHINSON ROADWAY & DRAINAGE IMPR	\$0	\$0		\$0	
OPERATING CONTINGENCY- STORM	\$98,920	\$102,581		\$102,581	
TOTAL EXPENDITURES:	\$2,074,360	\$2,358,485	\$0	\$2,358,485	
TOTAL CAPITAL FUND PROJECTS REVENUES	\$7,931,640	\$9,656,278	\$18,500	\$9,674,778	
TOTAL CAPITAL FUND PROJECTS EXPENDITURES	\$7,931,640	\$9,656,278	\$18,500	\$9,674,778	



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Florida Department of Transportation (FDOT) Local Agency Program (LAP)
Supplemental Agreement for the Construction of the Safe Routes to School Miami Lakes
Elementary School
Date: 4/3/2018

Recommendation:

It is recommended that the Town Council accept the supplemental award of funds from the Florida Department of Transportation (FDOT), authorize the Town Manager to execute the Local Agency Program (LAP) Supplemental Agreement between the Town of Miami Lakes and the Florida Department of Transportation (FDOT) for the Safe Routes To School Miami Lakes Elementary School project and to accept any future supplemental awards of funds, including executing additional supplemental agreements with the FDOT, in connection with this Project.

Background:

The Town Manager was authorized in Resolution No. 08-633 to apply for and execute agreements on behalf of the Town for the Florida Department of Transportation ("FDOT") Safe Routes to School Grant Program to assist in funding the development of the Safe Routes To School Miami Lakes Elementary School project.

Additionally, the Town Manager was authorized via Resolution No. 14-1181 to accept the award of funds from the FDOT, to execute a Local Agency Program (LAP) Agreement between the Town of Miami Lakes and FDOT, to expend matching funds, and to take all steps necessary to satisfy the requirements of the Safe Routes to School Grant Program.

Originally, the executed LAP Agreement was based on a Construction estimate of \$350,800 and a Construction Engineering and Inspection ("CEI") estimate of \$30,000. After properly bidding the construction portion of the project, Star Paving, Corp. emerged as the lowest responsive bidder at \$563,984. Consequently, the Town requested additional funds from FDOT in the amount of \$213,184 to accommodate the actual bid. FDOT has agreed to award additional funds for the amount requested, and has sent the Town a Supplemental Agreement for execution.

The Town is in the process of negotiating a work order for the CEI component of the Project, however, it is anticipated the Town will seek additional funding for CEI if the cost is over the original estimate of \$30,000.

Once the work order is finalized, the Town will request additional funds from the FDOT to cover any shortfalls, which will require the execution of another supplemental agreement. Therefore, it is also recommended that the Town Council authorize the Town Manager to execute subsequent supplemental agreements with the FDOT that award additional funding in connection with this Project.

Based on the above, it is recommended that the Town Council approve the proposed Resolution accepting the supplemental award of funds from the FDOT, authorize the Town Manager to execute the Supplemental Agreement between the Town of Miami Lakes and the FDOT for the Safe Routes To School Miami Lakes Elementary School project and to accept any future supplemental awards of funds, including executing additional LAP and supplemental agreements with the FDOT, in connection with this Project.

ATTACHMENTS:

Description

Resolution

Florida Department of Transportation (FDOT) Local Agency Program (LAP) Supplemental Agreement for the Construction of the Safe Routes to School Miami Lakes Elementary School

RESOLUTION NO. 18- _

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.

WHEREAS, in 2008, the Town Manager was authorized via Resolution 08-633 to apply for and execute any agreements on behalf of the Town of Miami Lakes for the FDOT, School Safe Routes to School Project; and

WHEREAS, in 2014, the Town Manager was authorized via Resolution 14-1181 to accept an award of funds from FDOT, execute a Local Planning Agency (“LAP”) Agreement between the Town and FDOT, expend matching funds and fulfill the requirements of the School Safe Routes to School Project; and

WHEREAS, the original LAP agreement was based on a construction estimate of \$350,800, and a Construction Engineering and Inspection (“CEI”) estimate of \$30,000; and

WHEREAS, after properly bidding the construction portion of the project, Star Paving, Corp, surfaced as the lowest qualified bidder at \$563,984, creating a project deficit in the amount of \$213,184; and

WHEREAS, the Town has requested and been awarded \$213,184 from FDOT and has been provided with a Supplemental Agreement to the 2014 LAP Agreement, titled SRTS Miami Lakes Elementary School; and

WHEREAS, the Town is engaged in work order negotiations regarding the CEI component of this project, which include requests for additional monies from FDOT; and

WHEREAS, the Town Manager believes it is in the best interest of the Town to execute the Supplemental Agreement School Safe Routes to School Project, titled SRTS Miami Lakes Elementary School; and

WHEREAS, the Town Manager believes it is in the best interest of the Town to request funds, execute any supplemental agreements associated with the School Safe Routes to School Project, to accept and expend awarded funds; and

WHEREAS, the Town finds that authorizing its Town Manager execute the Supplemental Agreement and granting authority to request and accept additional funds through supplemental agreements associated with the School Safe Routes to School Project and expend said funds.

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. Accept Agreement. The Town Council hereby approves the Supplemental Agreement to the Local Agency Program Agreement with Florida Department of Transportation for School Safe Routes to School Project, titled SRTS Miami Lakes Elementary School, for monies in the amount of \$213,184.

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 Florida Department of Transportation Local Agency Program Supplemental Agreement for School Safe Routes to School Project, titled SRTS Miami Lakes Elementary School. The Town Clerk is hereby directed to send copies of this Resolution to the Department of Transportation and such other persons as is directed by the Town Council of the Town of Miami Lakes.

Section 4. Execution of the Agreement. The Town Manager is authorized to execute the Florida Department of Transportation Local Agency Program Supplemental Agreement for School Safe Routes to School Project, titled SRTS Miami Lakes Elementary School, and any amendments or supplements regarding this project on behalf of the Town.

Section 5. Execution of Future Agreements. The Town Manager is authorized to request and execute additional Florida Department of Transportation Local Agency Program Supplemental Agreement for School Safe Routes to School Project, and any amendments or supplements, including SRTS Miami Lakes Elementary School agreement, as needed in order to complete this project on behalf of the Town.

Section 6. Authorization of Fund Expenditure. The Town Manager is authorized to expend awarded funds to implement the terms and conditions of the Florida Department of Transportation Local Agency Program Supplemental Agreement for School Safe Routes to School Project, and any amendments, regarding this project on behalf of the Town, including funds not yet awarded.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

*****THIS PORTION HAS BEEN LEFT INTENTIONALLY BLANK*****

Passed and adopted this _____ day of April 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

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

1

FEDERAL ID NO. (FAIN)

D617-005-B

CONTRACT NO.

G0L28

FEDERAL AWARD DATE

4/19/17

FPN

425857-2

LOCAL AGENCY DUNS NO.

028311178

The Town of Miami Lakes desires to supplement the original Agreement entered into and executed on 4/27/2017 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SRTS Miami Lakes Elementary School Length _____

Termini _____

Description of Work:

8-10' trail Miami Lakeway between Miami Lakes K-8 and Miami Lakes Middle Schools including crosswalks, landscaping, regulatory signing, pavement markings, and modification of traffic signal equipment

Reason for Supplement and supporting engineering and/or cost analysis:

The original LAP Agreement executed was based on a construction estimate of \$350,800 and a CEI estimate of \$30,000 federal funds. The Town received three (3) bids to construct the project. The bidders were:

1. F.H. Paschen, S.N. Nielsen and Associates, LLC.
2. Star Paving, Corp.
3. A.U.M. Construction, Inc.

Star Paving, Corp. is the lowest responsive bidder at \$563,984. Thus, the Town is requesting the additional funds to supplement the construction cost to accommodate the actual bid.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

525-010-32
PROGRAM MANAGEMENT
07/17

FPN
425857-2

Page 2 of 3

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Right-of-Way					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
FY: 2016-2017	\$350,800.00		\$350,800.00	\$121,500.00	\$229,300.00
FY: 2017-2018		\$213,184.00	\$213,184.00		\$213,184.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$350,800.00	\$213,184.00	\$563,984.00	\$121,500.00	\$442,484.00
Construction Engineering and Inspection (CEI)					
FY: 2016-2017	\$30,000.00		\$30,000.00		\$30,000.00
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$30,000.00
Total Construction & CEI Costs	\$380,800.00	\$213,184.00	\$593,984.00	\$121,500.00	\$472,484.00
TOTAL COST OF THE PROJECT	\$380,800.00	\$213,184.00	\$593,984.00	\$121,500.00	\$472,484.00

**LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

AGENCY Town of Miami Lakes

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

Title:

By: _____

Name:

Title:

Date: _____

Legal Review:



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Alex Rey, Town Manager
Subject: Recommendation to Award Safe Routes to School Construction, ITB No. 2018-08
Date: 4/3/2018

Recommendation:

It is recommended that the Town Council authorize the Town Manager to execute a contract with Star Paving, Corp ("Star Paving"), the lowest responsive and responsible bidder, for the Safe Routes to School Construction project in an amount not to exceed \$620,400. This amount includes Star Paving's bid amount of \$563,983.12 and a contingency amount of \$56,416.88, approximately 10%, for unforeseen circumstances. Construction is anticipated to be completed within 240 days after contract execution. The 2017-18 Amended Budget has \$649,550 budgeted for this project in the Capital Projects Fund.

This is companion item to the Supplemental Agreement for the Construction of the Miami Lakes Elementary School Safe Routes to School Project.

Background:

The project location is between NW 67th Avenue, along the east side of Miami Lakeway South thru Miami Lakes Drive and continue on Miami Lakeway North to NW 64th Avenue.

The project scope includes, but is not limited to, removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans, furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

In 2014, the Town was awarded a grant from the Florida Department of Transportation ("FDOT") through the Local Agency Program in the amount of \$200,000 with a Town match of \$121,000 for a greenway trail along the east side of Miami Lakeway North/South between Miami Lakes K-8 and Miami Lakes Middle Schools. FDOT awarded an additional \$18,073 in 2017 for the design of the project and the performance of a bat survey, which was completed. The design 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 issued Invitation to Bid ("ITB") 2018-08 for the Safe Routes to School Construction on November 15, 2017. The ITB was advertised in the Miami Daily Business Review, and posted to DemandStar, Public Purchase, and the bulletin board in the Government Center Lobby.

To qualify for award, prospective Bidders were required to:

1. Possess a current certified license from the State of Florida as a General Contractor, or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as either a General Engineering Contractor or a Specialty Engineering Contractor;
2. Have completed a minimum of three (3) projects of similar size, scope and complexity in the last five (5) years, where the value of each project exceeds \$450,000; and
3. Be capable of self-performing forty percent (40%) of the primary physical construction Work.

On the date of the bid opening, December 22, 2017, the Town received three (3) bids from the following Bidders:

1. F.H. Paschen, S.N. Nielsen and Associates, LLC ("F.H. Paschen") - \$744,136.04
2. Star Paving, Corp ("Star Paving") - \$563,983.12
3. A.U.M. Construction, Inc. ("A.U.M.") – \$999,248.25

Procurement performed a due diligence review of the bids for responsiveness and found that the review of Star Paving's bid did not reveal any material defects in the bid, nor in Star Paving's qualifications. Star Paving has been in business for 34 years, is licensed to do the work, and provided references for three (3) similar projects completed in the last five (5) years. According to their bid, Star Paving will be performing 89% of the work with its own forces. Procurement did not find any issues with Star Paving's licenses or litigation history. Based on the above, Star Paving, Corp is the lowest responsive and responsible bidder and their bid prices are fair and reasonable. Thus, the Town requested additional funds of \$213,184 to accommodate the actual bid. The FDOT has agreed to award additional funds in the amount requested and has sent the Town a Supplemental Agreement for execution and as part of the LAP agreement, they have reviewed and authorized the award of the construction project.

As such, it is recommended that the Town Council authorize the Town Manager to execute a contract with Star Paving, Corp. in an amount not to exceed \$620,400.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO. 18-_____

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.

WHEREAS, the Town of Miami Lakes (the “Town”) was awarded a grant from the Florida Department of Transportation (“FDOT”) in the amount of \$218,073.00, with a Town match of \$121,000.00, for the design and construction 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 Town issued an Invitation to Bid (“ITB”) No. 2018-08 on November 15, 2017, for the Safe Routes to School Construction project; and

WHEREAS, the Town received three (3) bids on the date of the bid opening; and

WHEREAS, the Town’s Procurement Department performed a due diligence review of the bids for responsiveness and found that Star Paving Corp., (“Star”) is the lowest responsive and responsible bidder, and their bid price is fair and reasonable; and

WHEREAS, the Town Manager recommends the approval of a contract for the Safe Routes to School Construction project to Star in an amount not to exceed \$620,400.00, which includes Star’s bid amount of \$563,938.12 and a contingency amount of \$56,416.88 for unforeseen circumstances; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Star, for the Safe Routes to School Construction project, in an amount not to exceed \$620,400.00.

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 Contract.** The Town Council hereby approves the award of a contract to Star in substantially the form attached hereto as Exhibit “A” for the Safe Routes to School Construction project in an amount not to exceed \$620,400.00.

Section 3. **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Star for the Safe Routes to School Construction project.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Star.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the contract, in substantially the form attached hereto as Exhibit “A,” with Star in an amount not to exceed \$620,400.00 and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

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 Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

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

Agreement
between the
Town of Miami Lakes
and
Star Paving, Corp.
for

Safe Routes to School Construction, ITB 2018-08

**ITB FOR
SAFE ROUTES TO SCHOOL
CONSTRUCTION PHASE**

ITB No. 2018-08



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Luis Collazo
Councilmember Tony Lama
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

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SECTION A. NOTICE TO BIDDERS

ITB Name: Safe Routes to School Construction Phase
ITB No.: 2018-08
Submittals Due: 11:00 AM EST, December 15, 2017

The Town of Miami Lakes (the "Town") will be accepting sealed Bids for the Town's Safe Routes to School Construction Project ("Project"). Bidders are to submit one (1) marked original and two (2) physical copies of their Bid with original signatures, along with a virtual copy of the Bid on a CD-ROM or Flash Drive. **Sealed Bids, including the CD-ROM or Flash Drive must be received by the Town of Miami Lakes, Town Clerk at 6601 Main Street, Miami Lakes, Florida no later than 11:00 A.M. on December 15, 2017.**

This is an FDOT grant-funded project consisting of construction of the shared use path, tree removal and installation, and signal modification.

Scope of Work:

The Contractor must furnish all labor, materials, supplies, tools, equipment, supervision and services necessary for the construction of the shared use path and signal modification at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, Miami Dade Traffic Specifications and Details for Signal Equipment, and the Americans with Disabilities Act.

Work includes but is not limited to removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans. Landscaping work shown on the attached plans will be done by another contractor. The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Location: the eastside of Miami Lakeway Drive North/ South, between NW 67 Avenue to NW 64th Avenue.

Minimum Qualification Requirements:

To be eligible for award of this project, Bidders shall:

1. Possess a current certified license from the State of Florida as a General Contractor, or a Certificate of Competency from the Miami-Dade County's Construction Trades Qualifying Board as either a General Engineering Contractor or a Specialty Engineering Contractor;
2. Have completed a minimum of three (3) projects of a similar size, scope and complexity in the last five (5) years, where the value of each project exceeds \$450,000; and
3. Be capable of self-performing forty percent (40%) of the primary physical construction Work.

The Town will consider a Bidder as responsive where a Bidder has less than the stipulated minimum number of years of experience solely where the Bidder has undergone a name change and such change of name has been filed with the State of Florida or where the Bidder was a subsidiary of a larger firm and the Bidder's firm has been merged into the larger firm. Bidder must include documentation substantiating such name change as part of its Submittal for the Town to consider crediting the years of experience from the Bidder under its previous name. Failure to include such documentation with the Response will result in a determination of non-responsive.

The Town will only accept Bids from entities in the private sector, and therefore will not consider public agencies acting in competition with the private sector for this solicitation.

Solicitation Documents are available on the Town's website at www.miamilakes-fl.gov and selecting "Contractual Opportunities" and on www.DemandStar.com. Any inquiries regarding the Project may be

directed to the Town at procurement@miamilakes-fl.gov. Telephone calls or verbal conversations are **not** permitted

All Bids must be submitted in accordance with Section B, Instructions to Bidders. **Any Bids received after the specified time and date will not be considered.** The responsibility for submitting a Bid before the stated time and date is solely and strictly the responsibility of the Bidder.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning the substance of RFP's, RFQ's or Bids, until such time as the Town Manager makes a written recommendation to the Town Council concerning the solicitation. Any questions concerning the substance of this or any other solicitation advertised by the Town should be submitted in writing to procurement@miamilakes-fl.gov while the Cone of Silence is in effect. Failure to comply with the Cone of Silence may result in the rejection of a Submittal. For additional information concerning the Cone of Silence please refer to Section 2-11.1 of Miami-Dade County Code.

SECTION B. INSTRUCTIONS TO BIDDERS

B1 DEFINITION OF TERMS

1. **Basis of Design** means a specific manufacturer's product that is named; including the make or model number or other designation, establishing the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers.
2. **Change Order** means a written document ordering a change in the Contract price or Contract time or a material change in the Work.
3. **Completed Project** means that the applicable regulatory authority has issued a Certificate of Completion.
4. **Completion Time** means the number of calendar days specified in the Contract for completion of the Project.
5. **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.
6. **Construction Change Directive** means a written directive to effect changes to the Work, issued by the Consultant or the Project Manager that may affect the Contract price or time.
7. **Construction Schedule** means a schedule, as defined and required by the Contract Documents.
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 and the ITB documents that have been submitted by the Contractor and the Contract Documents.
10. **Contract Documents** means the Contract as may be amended from time to time, any and all plans, specification, bonds, 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 Project Manager.
16. **Design Documents, Plans or Sketch** means any construction plans and specifications or graphic representation included as part of the Contract.
17. **Field Directive** means a written direction from the Consultant or Project Manager directing the Contractor to proceed with Work requested by the Town, which is minor in nature and typically should not involve additional cost.

18. **Final Completion** means the date the Contractor has completed all the Work and submitted all documentation required by the Contract Documents.
19. **Inspector** means an authorized representative of the Town assigned to make necessary inspections of materials and the Work performed by the Contractor. The Town, at its sole discretion may hire a professional consultant to perform the inspections.
20. **Materials** mean goods or equipment incorporated in a Project, or used or consumed in the performance of the Work.
21. **Notice of Award** means the written letter to the Contractor notifying the Contractor that it has been awarded the Contract.
22. **Notice to Proceed** means a written letter or directive issued by the Town Manager or designee acknowledging that all conditions precedent to award have been met and directing that the Contractor may begin Work.
23. **Project** means a task or series of tasks that the Contractor must complete in accordance with the Contract Documents.
24. **Project Manager** means the individual assigned by the Town Manager or designee to manage the Project.
25. **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.
26. **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.
27. **Substantial Completion** means that point at which the Work is at a level of completion in substantial compliance with the Contract Documents, and is fit for use in its intended purpose. Substantial Compliance will not be deemed to have occurred until any and all governmental entities, with regulatory authority or which have jurisdiction over the Work, have conducted all final inspections, and approved the Work. Beneficial use or occupancy will not be the sole factor in determining whether Substantial Completion has been achieved, unless a temporary certificate of completion has been issued.
28. **Town** means the Town Council of the Town of Miami Lakes or the Town Manager, as applicable.
29. **Town Manager** means the duly appointed chief administrative officer of the Town of Miami Lakes or his designee.
30. **Work** 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.

B2 BID PROCESS

B2.01 GENERAL REQUIREMENTS FOR BID PROCESS

The ITB, Bid Form and any addendum that may be issued constitute the complete set of requirements for this ITB. The Bid Form page(s), and all forms contained in the ITB must be completed, signed, and submitted in accordance with the requirements of Section A, Notice to Bidders. All Bids must be typewritten or filled in with pen and ink, and must be signed in blue ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the Bid. Bidder will not be allowed to modify its Bid after the opening time and date.

B2.02 PREPARATION OF BID

The Bid Form contains multiple line items and the Bidder must provide prices for all line items and must provide the price for the total Bid amount. Failure to include pricing on all line items as well as the total Bid Amount will result in the Bid being found non-responsive.

Bidder must use the blank Town forms provided herein. The Bid must be signed and acknowledged by the Bidder in accordance with the directions on the ITB. Failure to utilize the Town's forms, or fully complete the required forms may result in a determination that the Bid is non-responsive.

A Bid will be considered non-responsive if it is conditioned on modifications, changes, or revisions to the terms and conditions or of the ITB.

The Bid prices are to include the furnishing of all labor, materials, equipment, all overhead/indirect expenses and profit, necessary for the completion of the Work, except as may be otherwise expressly provided in the Contract Documents.

Joint venture firms or teaming agreements will not be considered for award under this ITB.

Contractors that will be using a temporary labor company to provide staffing for the Project must complete Attachment B and include it with the Proposal. Failure include this form may result in the Proposal being rejected as non-responsive.

B2.03 BID PREPARATION COSTS AND RELATED COSTS

All cost involved with the preparation and submission of a Bid to the Town or any work performed in connection therewith is the sole responsibility of the Bidder(s). No payment will be made for any Bid received, or for any other effort required of or made by the Bidder prior to commencement of Work as defined by any contract duly approved by the Town Council or Town Manager. The Town will bear no responsibility for any cost associated with any judicial proceedings resulting from the ITB process.

Bidder's must submit the line item price spreadsheet ("Spreadsheet") that is part of the Bid Form on a CD-ROM or flashdrive in MS Excel format at the time of Bid submission. Do not convert the Spreadsheet to .pdf format. Failure to submit the MS Excel Spreadsheet will result in the Bid being rejected as non-responsive. Where a discrepancy exists between the Total Bid Amount on the hard copy of the Bid and the Spreadsheet the price in the Spreadsheet will prevail. **The Town Form is not to be altered, unlocked, or changed in any manner, including converting the Form to .pdf. Such action will result in a Bid being rejected as non-responsive.**

The Bid Form explains how Bidders are to price each line item of the Price Form, Form-PP.

B2.04 PRE-BID CONFERENCE

No pre-bid conference is scheduled for this solicitation.

B2.05 QUALIFICATION OF BIDDERS

Bidder, by virtue of submitting its Bid, certifies that it is qualified and capable of performing the Work required under the Contract. To qualify for award, Bidder must meet the minimum qualification requirements stated in Section A, Notice to Bidders. Bidders must submit a completed Questionnaire Form utilizing the form included in the ITB. Failure to complete and submit this form or to meet the minimum qualifications will result in the Bid being deemed non-responsive. The Town may at its sole discretion allow a Bidder to amend an incomplete Questionnaire during the evaluation process provided that the Bidder has included the Questionnaire in its Bid.

B2.06 EXAMINATION OF CONTRACT DOCUMENTS

It is the responsibility of each Bidder, before submitting a Bid in response to this ITB to:

- Carefully review the ITB, including any Addendum and notify the Town of any conflicts, errors or discrepancies.

- Take into account federal, state and local, including, without limitation, the Town's Code, and Miami-Dade County and the State of Florida's statutes laws, rules, regulations, and ordinances that may affect a Bidder's ability to perform the Work.
- Study and carefully correlate Contractor's observations with the requirements of the ITB.

The submission of a Bid in response to this solicitation constitutes an incontrovertible representation by Bidder that it will comply with the requirements of the Contract Documents and that without exception, the Bid is premised upon performing and furnishing the Work required under the Contract Documents and that the Contract Documents are sufficient in detail to indicate and convey understanding of all terms and conditions for the performance of the Work.

B2.07 INTERPRETATIONS AND CLARIFICATIONS

All questions about the meaning or intent of the ITB, must be directed in writing and submitted by e-mail to the Procurement Office, at procurement@miamilakes-fl.gov. Interpretation or clarifications considered necessary by the Town in response to such questions will be issued by means of an addendum. All addenda will be posted on the Town's website, www.miamilakes-fl.gov under Contractual Opportunities. It is the sole responsibility of the Bidder to obtain all addenda by visiting the Town's website. Written questions must be received no less than ten (10) days prior to bid opening. Only questions answered by written addenda will be binding. Verbal interpretation or clarifications will be without legal effect.

B2.08 POSTPONEMENT OF BID OPENING DATE

The Town reserves the right to postpone the date for receipt and opening of Bids and will make a reasonable effort to give at least five (5) calendar days' notice prior to the Bid opening date, of any such postponement to prospective Bidders. Any such postponement will be announced through the issuance of an addendum posted to the Town's website.

B2.09 ACCEPTANCE OR REJECTION OF BIDS

The Town reserves the right to reject any and all Bids, with or without cause, to waive technical errors and informalities, or to cancel or re-issue this solicitation. The Town also reserves the right to reject the Bid of any Bidder who has failed to previously perform under a contract or who is in arrears to the Town.

B2.09(i) Unbalanced Bids

The Town reserves the right to reject any Bid where the line item pricing is determined to be unbalanced. Such determination will be made at the sole discretion of the Town. An Unbalanced Bid price, which will be determined at the sole discretion of the Town, includes, but is not limited to, pricing that is not consistent with pricing in the industry or with market conditions and a comparison to the pricing submitted by other Bidders. An Unbalanced Bid typically occurs where the prices for one or more line items are too low a price to cover the actual cost to perform the Work (including overhead and profit) or too high a price where excessive profit will occur.

B2.10 WITHDRAWAL OF BID

Bidder warrants, by virtue of bidding, that its Bid and the prices quoted in its Bid are firm and irrevocable for acceptance by the Town for a period of one hundred twenty (120) calendar days from the date of the Bid submittal deadline. Bidder may change or withdraw its Bid prior to the Bid submittal deadline. All changes or withdrawals must be made in writing to the Town Clerk. Oral/Verbal modifications will not be valid. Once the Town makes an Award, the Bid cannot be withdrawn.

B2.11 OPENING OF BIDS

Bids will be publicly opened at the appointed time and place stated in the ITB and the names of the Bidders will be announced. The Town at its sole option may read the Bid prices. Late Bids will not be opened. Town staff is not responsible for the premature opening of a Bid if the Bid is not properly sealed, addressed and labeled. Bidders or their authorized agents are invited to be present at the Bid opening. Any additional information on the Bid Submittals will be made available in accordance with Florida Statute 119.071, Paragraph (b) of subsection (1), item 2, as amended. Review of the Bid Submittals by Town staff will determine the lowest responsive and responsible Bidder(s).

B2.12 LOCAL PREFERENCE

This ITB is **not** subject to local preference under Town Ordinance 12-142, Section 13.

B2.13 TIE BIDS

Preference shall be given to businesses with Drug-Free Workplace programs that meet the requirements of Florida Statute 287.087. Whenever two (2) or more bids which are equal in price, the Award will be determined in accordance with Florida Statute 287.133(2)(a), the Drug-Free Workplace Act. Where tie Bids still exist the Award will be made to the Bidder whom has most successfully completed work for the Town.

B2.14 AWARD OF CONTRACT(S)

The Town anticipates awarding a contract to the lowest responsive and responsible Bidder(s) that is in the best interest of the Town.

The Town may require demonstration of competency and, at its sole discretion, conduct site visit(s) and inspections of the Bidder's place of business, require the Bidder to furnish documentation or require the Bidder to attend a meeting to determine the Bidder's qualifications and ability to meet the terms and conditions of this Contract. The Town will consider, but not be limited to, such factors as financial capability, labor force, equipment, experience, knowledge of the trade work to be performed, the quantity of Work being performed by the Contractor and past performance on Town and other contracts. In no case will the Award be made until all necessary investigations have been made into the responsibility of the Bidder and the Town is satisfied that the Bidder(s) is qualified to perform the Work.

B2.15 FDOT DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

B2.15(i) *Disadvantaged Business Enterprise Affirmative Action Plan*

The overall goal for the FDOT's Disadvantaged Business Enterprise (DBE) Program for FHWA assisted contracts has been set at 9.91% for federal fiscal years 2015-2017. To that end, Bidder must have an approved DBE Affirmative Action Program Plan filed with the Equal Opportunity Office prior to award of the Contract. It is the Bidder's responsibility to update and resubmit the plan every three years. No Contract will be awarded until FDOT approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

B2.15(ii) *Required Contract and Subcontract DBE Assurance Language*

In accordance with 49 CFR 26.13 (b), the Contract Town signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the Contractor from future bidding as non-responsible.”

B2.15(iii) *Plan Requirements*

Bidder must include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor’s organization.
2. The designation of a Liaison Officer within the Contractor’s organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.
3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:
 - a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.
 - b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
 - c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
 - d. Encouraging eligible DBEs to apply for certification with the Department.
 - e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

B2.15(iv) *DBE Records and Reports*

Bidder must submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the Department’s Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

- a. The procedures adopted to comply with these Specifications;
- b. The number of subordinated Contracts on Town projects awarded to DBEs;
- c. The dollar value of the Contracts awarded to DBEs;
- d. The percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

- e. A description of the general categories of Contracts awarded to DBEs; and
- f. The specific efforts employed to identify and award Contracts to DBEs.

Upon request, Bidder must provide the records to the Town for review.

Bidder must maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Town, FDOT and the Federal Highway Administration.

B2.15(v) Counting DBE Participation and Commercially Useful Functions

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Bidder must update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. FDOT will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.
2. FDOT will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a FDOT-assisted contract, toward DBE goals, provided that FDOT determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.
3. When the DBE subcontracts part of the work of its contract to another firm, FDOT will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.
4. When a DBE performs as a participant in a joint venture, FDOT will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.
5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.
6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.
7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.
8. To determine whether a DBE is performing a commercially useful function, FDOT will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

B2.16 BID PROTEST PROCESS

Any Bidder wishing to file a protest as to the requirements or award of this ITB must do so in accordance with Town Ordinance 12-142, Section 16, which is available at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=67&Itemid=269.

B2.17 SOLICITATION SCHEDULE

The Town will use the following tentative schedule in the selection process. The Town reserves the right to change and/or delay scheduled dates.

- ITB Issued – November 15, 2017
- Deadline for Receipt of Questions – December 10, 2017
- Bids Due – 11:00AM, December 15, 2017
- Evaluation – December 15, 2017 – December 22, 2017
- Contract Award – January 23, 2017

B2.18 EXECUTION OF CONTRACT

The Successful Bidder must, within fourteen (15) calendar days after receiving a Notice of Award, sign and deliver to the Town the Contract attached hereto together with the acceptable bonds as required in Article C3.05, Performance/Payment Bonds, of this ITB.

B3 REQUIRED FORMS & AFFIDAVITS

B3.01 COLLUSION

Where two (2) or more related parties, as defined in this Article, each submit a response to an ITB, such submissions will be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submission under such ITB. Related parties means employees, officers or the principals thereof which have a direct or indirect ownership interest in another firm or in which a parent company or the principals thereof of one Bidder have a direct or indirect ownership interest in another Bidder for the same project. ITB responses found to be collusive will be rejected. Bids must be developed independently. Where two or more Bidders have worked together, discussed the details of their bids prior to submission of their Bids or worked together in independently submitting Bids such actions will be deemed to be collusion.

B3.02 RELATIONSHIPS WITH THE TOWN AFFIDAVIT

The Bidder must identify any relationship the owners or employees have with the Town's elected officials or staff using the Relationships with the Town affidavit found in Section G, Affidavits.

B3.03 CONFLICT OF INTEREST/ANTI-KICKBACK

Bidder must complete and submit the Conflict of Interest, Anti-Kickback and Bidder's Relationships to the Town Affidavits found in Section G, Affidavits, in its Bid. Bidder certifies that its Bid is made independently of any assistance or participation from any Town employee, elected official, or contractor working for or on behalf of the Town, who assisted in any aspect with the development, evaluation, or award if this or any solicitation issued by the Town.

Town employees may not contract with the Town through any corporation, or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members, including spouse, parents, and children are also prohibited from contracting with the Town without the prior approval of the Town Council.

Miami-Dade County Ordinance 2-11.1, Conflict of Interest & Code of Ethics ordinance or the provisions of Chapter 112, Part III, Fla. Stat., Code of Ethics for Public Officers and Employees, as applicable and as amended are hereby included into and made a part of this solicitation.

B3.04 PUBLIC RECORDS AFFIDAVIT

The Town shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town.

All prospective Bidders must complete and submit the Compliance with Public Records Law affidavit with their Bid. Failure to submit the completed affidavit may result in the Bid being deemed non-responsive. Bidders, by submitting the Compliance with Public Records Law affidavit, specifically acknowledge their obligation to comply with Section 119.0701, Florida Statutes.

B3.05 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act, (Section 287.133, Florida Statutes) a person or affiliate who is a contractor, who had 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 Town, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to the Town, 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 the Town in excess of the threshold amount provided in Section 287.917, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by the Contractor will result in rejection of the Bid, termination of the contract, and may cause Contractor debarment.

B3.06 DRUG FREE CERTIFICATION

A drug-free workplace is a mandatory requirement for federally funded projects. Bidders must complete and submit with its Submittal the Drug Free Workplace Certification Form.

B3.07 FDOT FORMS

The following forms, which are included as part of this ITB, must be completed and submitted with the Bidder's Submittal:

- Certification of Current Capacity – FDOT Form 525-010-46
- Certification for Disclosure of Lobbying – FDOT Form 375-030-33
- Disclosure of Lobbying Activities – FDOT Form 375-030-34
- Certification Regarding Debarment – FDOT Form 375-030-32

SECTION C. GENERAL TERMS AND CONDITIONS

C1 PRELIMINARY STEPS TO STARTING WORK

C1.01 CONTRACTOR'S PRE-START REPRESENTATION

Contractor represents that it has familiarized itself with, and assumes full responsibility for having familiarized itself with the nature and extent of the Contract Documents, Work, location of the Work, all local conditions, and any federal, state, county, and local laws, ordinances, rules and regulations that may, in any manner, affect performance of the Work, and represents that it has combined its inspections and observations with the requirements of the Contract Documents. Contractor further represents that it has studied all surveys, document, and reports of including those of any subsurface and latent physical conditions referred to in the specifications and made such additional inspections and investigations as it deems necessary for the performance of the Work and that he has coordinated the results of all such data, inspections, and investigations with the requirements of the Contract Documents.

C1.02 PRE-CONSTRUCTION CONFERENCE

Within fourteen (14) calendar days after Contractor execution of the Contract by the Town, and before any Work is performed at the Project site, a pre-construction conference will be held. Prior to this meeting the Contractor should have submitted its Project Schedule and Schedule of Values so they and other details of the project can be discussed.

C1.03 PROJECT SCHEDULE

Contractor must submit a proposed Project schedule as follows:

1. Schedule identifying the schedule for each location. The proposed Project schedule must be submitted within ten (10) calendar days of the Notice of Award and such submittal will be subject to the Project Manager's review. Subsequent to such review of said schedule the Contractor will establish said schedule as the baseline schedule.
2. All updates of schedules must be tracked against the baseline schedule and must be at a minimum submitted with each pay application. An updated schedule against the baseline must also be submitted upon execution of each change order that impacts the Contract Documents Time for completion. Failure to submit such schedules will result in the rejection of any submitted payment application.
3. All Project Schedules must be prepared in Microsoft Project 2010 unless otherwise approved by the Project Manager. At the time of submission of schedules, Contractor must submit a hard copy as well as an electronic version. Electronic versions must not be submitted in a .pdf format.

In addition to the Project Schedule the Contractor must provide a two (2) week look-ahead schedule that reflects the Work to be performed during the two (2) week period. The look-ahead schedule must be provided to the Project Manager and Consultant every other Thursday prior to the start of the two-week period. This schedule will, at a minimum, include the area(s) where Work is to be performed and the Work to be performed in the area(s).

C1.04 SCHEDULE OF VALUES

The Contractor must submit two copies of a Schedule of Values, which must be submitted within ten (10) calendar days of the issuance of the Notice of Award. The Schedule of Values shall indicate a complete breakdown of labor and material of all categories of Work on the Project. Contractor's overhead and profit should be listed as separate line items. Each line item must be identified with the number and title of the major specification section or major components of the items. The Project Manager may require further breakdown after review of the Contractor's submittal. The Town

reserves the right to require such information from the Contractor as may be necessary to determine the accuracy of the Schedule of Values. **The combined total value for mobilization under the Schedule of Values shall not exceed 5% of the value of the Contract.**

The accepted Schedule of Values must be incorporated into the Contractor's payment application form.

C1.05 CONSTRUCTION PHOTOGRAPHS

Prior to commencement of the Work the Contractor must take digital photographs and color audio-video recording to document existing conditions and submit copies in an acceptable format to the Town prior to commencement of the Work. Contractor must submit with each application for payment photographs that accurately reflect the progress of all aspects of the Work. The number of photographs to be taken will be based on the magnitude of the Work being performed. Contractor must submit one copy of each photograph in print and digitally. The photographs must be printed on 8" X 10" high resolution glossy commercial grade and weight color photographic print paper or in a format acceptable to the Town. Each photograph must be imprinted on its face with the title of the Project, the date, and time the picture was taken. Digital photographs must be taken using .jpeg format and will be submitted on a CD-ROM or flash drive clearly identifying the name of the Project, the name of the Contractor, and the timeframe in which the pictures were taken. Initial set up prints will be submitted in a three-ring binder with each picture protected by a clear plastic sleeve. Subsequent prints are to be submitted in clear plastic sleeves that can be added to the binder. The three-ring binder must be of such size to be able to hold all print pictures.

C1.06 STAGING SITE

The Contractor is solely responsible for making all arrangements for any staging site(s) that may be necessary for the performance of the Work and the Contractor is responsible for all site security, including any fencing of the site, and any loss, damage or theft to its equipment and materials. Any fencing of the Staging Site is subject to the prior written approval of the Project Manager.

The Town at its sole discretion may make a staging site available for use by the Contractor. If such site is made available by the Town, the Town assumes no responsibility or liability, and the Contractor will be responsible for any loss, damage or theft to its equipment and materials. The Contractor is also responsible for restoring the site to its pre-existing condition prior to the Contractor's use of the site.

The Contractor may be required to provide or may choose to use an office trailer for the duration of the Project. The Project Manager will authorize the use of any office trailer and the placement location for the office trailer. The Contractor must obtain all required permits from the appropriate regulatory agencies.

No parking is permitted in the Staging Site without the prior written approval of the Project Manager.

C1.07 PROJECT SIGNAGE

Contractor must furnish and install two (2) Project sign at the Project Site in accordance with the requirements provided by the Project Manager.

C1.08 COORDINATION WITH TOWN RESIDENTS

Contractor will, be responsible to provide written notification to the Town residents impacted by the Work at least seven (7) days prior to the commencement of the Work. Notification shall be made using a flyer, in a format acceptable to the Project Manager, and must be delivered by mail or by personal delivery. Contractor must maintain a record of the date(s) of notification and provide such information to the Project Manager. Contractor must not commence Work until notification to residents is provided in a manner acceptable to the Town. Contractor must also coordinate with the residents all Work that impacts residents' driveway approaches. Additionally, the Contractor may be required to attend resident informational meetings.

C2 GENERAL REQUIREMENTS

C2.01 GENERAL REQUIREMENTS

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.

C2.02 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.

C2.03 HOURS FOR PERFORMING WORK

All Work must be performed in accordance with the hours set forth in the Town's noise Ordinance No. 04-50.

Any Work to be performed outside these hours will require the prior written approval of the Project Manager.

C2.04 SUBCONTRACTOR(S)

Subcontractor(s) is an individual or company who has a contract with the Bidder to assist in the performance of the Work required under this ITB. Subcontractor(s) will be paid through the Bidder and not paid directly by the Town. The Bidder must clearly reflect in its Submittal the major Subcontractor(s) to be utilized in the performance of the Work. All subcontractors must be pre-qualified by FDOT for work type corresponding to the services they will provide. **Bidder is prohibited from subcontracting more than sixty percent (60%) of the Work required under this ITB.**

Any and all liabilities regarding the use of a Subcontractor(s) will be borne solely by the Successful Bidder and insurance for each Subcontractor(s) must be maintained in good standing and approved by the Town throughout the duration of the Contract. Neither the Contractor nor any of its Subcontractor(s) are considered to be considered employees or agents of the Town.

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.

Contractors are expressly prohibited from substituting Subcontractor(s) contained in their Submittal prior to the award of an Agreement. Such substitution, for any reason, after receipt of the Submittal, and prior to award by the Town, will result in disqualification of the Submittal from further consideration for award. Substitutions made after award of an Agreement requires the prior written approval of the Town and/or FDOT, as applicable.

C2.05 CONSULTANT SERVICES

The Town, at its sole discretion may hire a Consultant who may serve as the Town's representative for the Project. Where a Consultant has been identified, the Consultant and the Project Manager will both have authority to act on behalf of the Town to the extent provided in the Contract Documents and as outlined in Article C2.06, Authority of the Project Manager, of the General Terms and Conditions, where such authority has been delegated in writing by the Town Manager.

C2.06 AUTHORITY OF THE PROJECT MANAGER

The Town Manager hereby authorizes the Project Manager 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 Project Manager may delegate some of the authority contained in this Article to the Consultant.

The Contractor is bound by all determinations or orders of the Project Manager and must promptly respond to requests of the Project Manager, including the withdrawal or modification of any previous order, and regardless of whether the Contractor agrees with the Project Manager's determination or requests. Where requests are made orally, the Project Manager will follow up in writing, as soon thereafter as is practicable.

The Project Manager and Consultant have authority to act on behalf of the Town to the extent provided by the Contract, unless otherwise modified in writing by the Town. All instructions to the Contractor will be issued in writing. All instructions to the Contractor will be issued through the Town Manager or designee or the Project Manager.

The Project Manager will not be responsible for construction means, methods, techniques, sequences or procedures, 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 Project Manager 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 Project Manager and Consultant 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 Project Manager or Consultant have authority to require special inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

The Project Manager's authority to act under this paragraph, or any decision made in good faith either to exercise or not to exercise such authority, give rise to any duty or responsibility of the Project Manager to the Contractor, any subcontractor, supplier or any of their agents, employees, or any other person performing any of the Work.

The Project Manager 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.

C2.07 HURRICANE PREPAREDNESS

During such periods of time as are designated by the United States Weather Bureau or Miami Dade County as being a severe weather event, including a hurricane watch or warning, the Contractor, at no cost to the Town, must take all precautions necessary to secure any Work in response to all threatened storm events, regardless of whether the Contractor has given notice of same, in accordance with the Miami-Dade County Code.

Compliance with any specific severe weather event or alert precautions will not constitute additional work.

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.

C2.08 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.

C2.09 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.

C2.10 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 Project 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.

C2.11 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. Contractor will promptly perform its duties under the Contract and will give the Work as much priority as is necessary to cause the Work to be completed on a timely basis in accordance with the Contract Documents.

The date and period of time set forth in the Contract for the commencement, and completion of Work was included because of its importance to the Town.

C2.12 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.

C2.13 NON-EXCLUSIVE CONTRACT

It is the intent of the Town to enter into a Contract with all successful Bidder(s) that will satisfy its needs as described herein. However, the Town reserves the right, as deemed in its best interest, to perform, or cause to be performed, the Work and services, or any portion thereof, as it sees fit, including but not limited to: award of other contracts, use of another contractor, or perform the Work with its own employees.

C2.14 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.

C2.15 CONTRACT DOCUMENTS CONTAINS 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.

C2.16 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.

C2.17 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 construction of the Work or appurtenances, are hereby included in the prices stipulated in the Contract for said Work.

C2.18 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 Proposals and Contractor must comply therewith. Town will have no duties other than those duties and obligations expressly set forth within the Contract Documents.

C3 INDEMNITY, INSURANCE & BONDS

C3.01 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.

C3.02 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.

C3.03 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 any and all assistance which the Town may require of the Contractor.

C3.04 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:

C3.04(i) 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.

C3.04(ii) Employer's Liability:

Limit for each bodily injury by an accident must be \$1,000,000 policy limit for each accident, per employee, including bodily injury caused by disease.

C3.04(iii) 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.

C3.04(iv) 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.

1. 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.
2. Personal and Advertising Injury with an aggregate limit of **One Million Dollars (\$1,000,000)**.
3. CGL Required Endorsements
 - a. Employees included as insured
 - b. Contingent Liability/Independent Contractors Coverage
 - c. Contractual Liability
 - d. Waiver of Subrogation
 - e. Premises and/or Operations
 - f. Explosion, Collapse and Underground Hazards (if not specifically covered under the policy)
 - g. Loading and Unloading
 - h. Mobile Equipment (Contractor's Equipment) whether owned, leased, borrowed or rented by Contractor or employees of the Contractor.

Town is to be expressly included as an **Additional Insured** pursuant to endorsement number CG 2010 11/85 or its equivalence.

C3.04(v) Umbrella Policy.

Contractor must maintain an umbrella policy with an aggregate limit of \$3,000,000.

C3.04(vi) 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.

C3.04(vii) 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.

C3.05 PERFORMANCE/PAYMENT BOND

Contractor must within fifteen (15) calendar days of being notified of award, furnish a Performance/Payment containing all the provisions of the attached Performance/Payment forms.

The Performance and Payment Bonds ("Bonds") must be in the amount of one hundred percent (100%) of the Contract value guaranteeing to the Town the completion and performance of the Work covered in the Contract as well as full payment of all suppliers, laborers, or subcontractors employed pursuant to this Project(s). Each Bond must be with a Surety, which is qualified pursuant to Article C3.06, Surety Qualifications.

Each Bond must continue in effect for one year after Final Completion and acceptance of the Work with liability equal to one hundred percent (100%) of the Contract value, or an additional bond must be conditioned that Contractor will, upon notification by Town, correct any defective or faulty work or materials which appear within one year after Final Completion of the Project.

The Town must be listed as an Obligee.

Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, as may be amended from time to time, Contractor must ensure that the bond(s) referenced above must be recorded in the public records and provide Town with evidence of such recording.

Alternate Form of Security:

In lieu of the Bonds, Contractor may furnish alternate forms of security, which may be in the form of cash, money order, certified check, cashier's check or an unconditional letter of credit. Such alternate forms of security will be subject to the prior approval of Town and for same purpose and will be subject to the same conditions as those applicable above and will be held by Town for one year after completion and acceptance of the Work.

C3.06 SURETY QUALIFICATIONS

Each required Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida as surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years.

The Surety must hold a current certificate of authority as acceptable surety on federal bonds in accordance with United States Department of Treasury Circular 570, Current Revisions. If the amount of the Bond exceeds the underwriting limitation set forth in the circular, in order to qualify, the net retention of the Surety must not exceed the underwriting limitation in the circular, and the excess risks must be protected by coinsurance, reinsurance, or other methods in accordance with Treasury Circular 297, revised September 1, 1978 (31 DFR Section 223.10, Section 223.111). Further, the Surety must provide Town with evidence satisfactory to Town, that such excess risk has been protected in an acceptable manner.

The Town will accept a surety bond from a company with a rating of "B+" or better and a Financial Size Category of "Class II", provided, however, that if any surety company appears on the watch list that is published quarterly by Intercom of the Office of the Florida Insurance Commissioner, the Town will review and either accept or reject the surety company based on the financial information available to the Town. A surety company that is rejected by the Town may be substituted by the Bidder with a surety company acceptable to the Town, only if the Bid amount does not increase.

C4 SITE ISSUES

C4.01 SITE INVESTIGATION AND REPRESENTATION

It is the responsibility of the Contractor to satisfy itself as to the nature and location(s) of the Work prior to commencement of Work on the site, the general and local conditions, particularly those bearing upon availability of installation, transportation, disposal, handling and storage of materials, and all other matters which can in any way affect the Work or the cost thereof under the Contract Documents.

Work site(s) may have existing utilities, such as, but not limited to, irrigation, phone, water and sewer, CATV, traffic signals, electrical, and storm sewer. Known utilities and structures adjacent to or encountered in the Work will be shown on the Drawings. The locations shown are taken from existing records and the best information available from existing plans and utility investigations; however, it is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by the Town for their accuracy or completeness. No request for additional compensation or Contract time resulting from encountering utilities not shown will be considered.

It is the responsibility of the Contractor to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any Work. The Contractor must call Sunshine State One Call of Florida, Inc. and other appropriate agencies, as applicable, prior to the commencement of any excavation or digging to determine the locations of existing utilities prior to the commencement of any Work. The Contractor is responsible for any and all claims resulting from the damage caused to any utilities, identified or not.

Should the Contractor identify any utilities, structures, etc., which will or may be encountered during the performance of the Work, the Town must be consulted immediately in order for a decision to be made on the potential relocation or other action(s) to be taken as it relates to the work.

Should the Town direct the Contractor to relocate any utilities that would be impacted by any Work then the Town will compensate the Contractor for such relocation in accordance with the Change Order provisions of the Contract.

The Contractor will not purposefully disrupt or disconnect any type of utility whatsoever without first obtaining the prior written approval of the Town or applicable utility owner. Requests for any disconnection, including those required of other utilities must be in writing and received by the Town at least seventy-two (72) hours prior to the time of the requested interruption. The Town may require that the Contractor notify, in writing, any property owners to be impacted by service interruptions to their utilities.

Any failure by the Contractor to familiarize itself with any utilities that may impact the performance of the Work will not relieve Contractor from responsibility for properly estimating the difficulty or cost of performing the Work and will not entitle the Contractor to any additional compensation.

C4.02 METHOD OF PERFORMING THE WORK

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 the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of the Contract Documents will be made upon that basis.

The Contractor must comply with the manufacturer's requirements for the handling, delivery and storage of all equipment and materials. Contractor must inspect all equipment and materials immediately prior to installation and must not install any damaged or defective items.

Contractor must comply with the manufacturer's applicable instructions and recommendations for the performance of the Work, to the extent that these instructions and recommendations are more explicit or more stringent than requirements indicated in the Contract Documents.

The Contractor must familiarize itself with normal Town operations where the Work is to be performed so that it can conduct the Work in the best possible manner to the complete satisfaction of the Project Manager.

The Work to be performed must be done in such a manner so as not to interfere with the normal Town operations. The manner in which the Work is performed will be subject to the approval of the Project Manager, whom if necessary, will have the authority to require changes in the manner in which the Work is performed. There must be no obstruction of Town services without the prior written approval of the Project Manager. All requests for such interruption or obstruction must be given in writing to the Project Manager twenty-four (24) hours in advance of the interruption of Town operations.

If the Project Manager or Consultant reasonably determines the rate of progress of the Work is not such as to ensure its completion within the designated completion time, or if, in the opinion of the Project Manager, the Contractor is not proceeding with the Work diligently or expeditiously or is not performing all or any part of the Work according to the Project schedule accepted by or determined by the Project Manager, the Project Manager will have the right to order the Contractor to do either or both of the following: (1) improve its work force; and/or (2) improve its performance in accordance with the schedule to ensure completion of the Project within the specified time. The Contractor must immediately comply with such orders at no additional cost to the Town. (3) The Town at its sole option may also have Work performed by a third party contractor and deduct such cost from any monies due the Contractor.

Where materials are transported in the performance of the Work, vehicles must not be loaded beyond the capacity recommended by the vehicle manufacturer or permitted by Federal, State or local law(s). When it is necessary to cross curbing or sidewalks, protection against damage must be provided by the Contractor and any damaged curbing, drainage, grass areas, sidewalks or other areas must be repaired at the expense of the Contractor to the satisfaction of the Project Manager.

Contractor is responsible to control dust and prevent it from becoming a public nuisance or causing off-site damage. Contractor must take all necessary and prudent measure to control dust.

Depending on the nature of the Work the Project Manager may require a staging plan be submitted to and approved by the Project Manager prior to the start of construction and issuance of the Notice to Proceed. Such staging plan must be revised and resubmitted as necessary during construction.

C4.03 DIFFERING SITE CONDITIONS

In the event that during the course of the Work on a Project the Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown in the Contract Documents, and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any Work affected by such conditions, must, within twenty-four (24) hours of its discovery, notify the Project Manager and/or Consultant in writing of the existence of the aforesaid conditions. Project Manager or the Consultant must, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Project Manager or the Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Project Manager or Consultant will recommend an equitable adjustment to cost of the Work or the time to complete the Work, or both. If the Project Manager and Contractor cannot agree on an adjustment in the Contract Price and/or Contract Time, the adjustment will be referred to the Town's Procurement Manager for

determination. Should the Town's Procurement Manager determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract Documents, the Procurement Manager will so notify the Project Manager, Consultant, and Contractor in writing, stating the reasons, and such determination will be final and binding upon the parties hereto.

No request by Contractor for an equitable adjustment to the Contract Documents under this provision will be allowed unless Contractor has given written notice in strict accordance with the provisions of this Article. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions will be allowed if made after the date certified by Consultant or Project Manager as the date of substantial completion.

C4.04 PROTECTION OF PROPERTY, UTILITIES, AND THE PUBLIC

The Contractor must continuously maintain adequate protection of all its Work from all losses or damage and must protect public and private property, and utilities from injury or loss arising in connection with the Work, and take all necessary precautions to prevent accidents, injuries, or damage to persons or property on or near the Work.

Contractor is solely responsible to restore all areas impacted by the Work, including but not limited to swale areas, existing structures, driveways and approaches, landscaping, drainage, and lighting to pre-existing conditions to the satisfaction of the Project Manager.

C4.05 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTIES AND SERVICE

Where the Contractor's operations could cause damage or inconvenience to telephone, fiber optic, television, electrical power, oil, gas, water, sewer, or irrigation systems, the Contractor must make all arrangements necessary for the protection of these utilities and services or any other known utilities.

Notify all utility companies that are affected by the construction operation at least forty-eight (48) hours in advance. Under no circumstance expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for all existing underground utilities and utility poles where necessary.

The Contractor and its Subcontractors will be solely and directly responsible to the owner and operators of such properties for any damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of any injuries or damage which may result from the construction operations under the Contract Documents.

Neither the Town nor its officers or agents will be responsible to the Contractor for damages as a result of the Contractor's failure to protect property encountered in the Work.

In the event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental breakage due to construction operations, Contractor must promptly notify the owner, any required regulatory authority, and the Project Manager. Cooperate with said authority in restoration of service as promptly as possible and bear all costs of repair and any required interim measures to ensure safety. In no event will interruption of any utility service be allowed unless granted by the owner of the utility.

In the event water service lines that interfere with trenching are encountered, the Contractor may, by obtaining prior approval of the water utility, cut the service, dig through, and restore the service with similar and equal materials at the Contractor's expense and as approved by the Project Manager.

Replace, with material approved by the Project Manager or Consultant, at Contractor's expense, any and all other laterals, existing utilities or structures removed or damaged during construction, unless otherwise provided for in the Contract Documents and as approved by the Project Manager or Consultant.

Replace with material approved by the Project Manager or Consultant, at Contractor's expense, any existing utilities damaged during the Work.

C4.06 ACCESS TO WATER AND UTILITIES

The Contractor is responsible for providing all water and power required for the performance of the Work, including the use of a generator. The use of a generator may be subject to the prior approval of the Town's representative should the Work be in a primarily residential neighborhood. Electrical power required during construction shall be installed by a qualified electrical contractor approved by the Project Manager.

The Town may at its sole discretion provide access to Town utilities or water should such be available at the Work site. However, the Contractor is responsible to ascertain the location and accessibility of any utilities and potable water sources necessary to perform the Work.

C4.07 COORDINATION OF THE WORK

Prior to the commencement of the Work, the Project Manager will make every effort, based on available information, to notify the Contractor of any ongoing or scheduled project(s) that will be ongoing or commence during the Work on a Project that may require coordination. The Contractor will be solely responsible for coordinating the Work with any other project(s) to minimize any potential adverse impact. Contractor will not be entitled to any days of delay for failure to properly coordinate the Work. The Project Manager may assist the Contractor in coordinating the Work. However, any such assistance, or lack thereof will not form the basis for any claim for delay or increased cost.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor must inspect and promptly report to Project Manager any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report will constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's Work.

Contractor must conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor will be liable to the affected contractor for the cost of such interference or impact.

To ensure the proper execution of subsequent Work, Contractor must inspect the Work already in place and must at once report to Project Manager any discrepancy between the executed Work and the requirements of the Contract Documents.

C4.08 ACCESS TO THE PROJECT SITE(S)

Town will provide the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands as are designated by Town for the use of Contractor.

Contractor must provide, at Contractor's own expense and without liability to the Town, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor must furnish to the Town copies of written permission obtained by Contractor from the owners of such facilities.

C4.09 CLEANING UP; TOWN'S RIGHT TO CLEAN UP

Contractor must at all times keep the Work site(s) free from accumulation of excess materials, waste materials or rubbish caused by its operations. At the completion of Work at a work site(s), Contractor must remove all its excess materials, waste materials and rubbish from and about the Project(s) as well as any tools, equipment, machinery and surplus materials or supplies. If Contractor fails to clean up during the performance of the Work or at the completion of the Work, Town may do so and the cost

incurred will be charged to the Contractor. Any combustible waste materials must be removed from the work site(s) at the end of each day.

Should the Contractor leave any open trenches at any time that Work is not being performed, the Town may have the open trenches covered and deduct any cost incurred from any outstanding payments due or to become due to the Contractor. The Town may also invoice the Contractor for all costs incurred in mitigating any open trenches.

C4.10 SANITARY PROVISIONS

The Contractor must provide on-site all necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, whether or not in its employ. Contractor must be kept in a clean and sanitary condition and must comply with the requirements and regulations of the public authorities having jurisdiction. Contractor must commit no public nuisance. Sanitary facilities must be removed by the Contractor at its own expense upon completion of the Work, and the premises must be left clean.

C4.11 MAINTENANCE OF TRAFFIC

Maintenance of Traffic ("MOT") must be performed in accordance with the applicable FDOT Index Numbers (600 Series) and as further stated herein. The manual on Uniform Traffic Control Devices for Streets and Highways (U.S. Department of Transportation, FHWA), must be followed in the design, application, installation, maintenance and removal of all traffic control devices, warning devices and barriers necessary to protect the public and workmen from hazards with the Project limits. Pedestrian and vehicular traffic must be maintained and protected at all times.

Prior to commencement of the Work Contractor must provide the Project Manager the proposed MOT plan for review. The Project Manager may require revisions to the proposed MOT plan. The MOT plan must be updated by the Contractor every two weeks.

Failure by the Contractor to comply with the Maintenance of Traffic requirements will result in the Town issuing a stop work order until corrective action is taken. The Contractor will not be entitled to any additional time resulting in any delays due to issuance of a stop work order.

C4.12 WORK IN STREET, HIGHWAY, & OTHER RIGHTS-OF-WAY

Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines either aerial, surface or subsurface, etc., must be done in accordance with requirements of the Contract Documents or, if not mentioned, must be restored to their original condition or better. All Work performed is subject to the approval of the Project Manager.

C5 SAFETY ISSUES

C5.01 SAFETY PRECAUTIONS

Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor must take all necessary precautions for the safety of, and must provide the necessary protection to prevent damage, injury or loss to:

1. All employees on the Project site and other persons who may be affected thereby;
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and
3. Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor must take all necessary precautions for the safety of employees in the performance of the Work on, about or adjacent to the premises, and must comply with all applicable provisions of Federal, State, and local laws, including, but not limited to the requirements of the Occupational Safety and Health Act of 1970, and amendments thereto, to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor must notify owners of adjacent property and utilities when prosecution of the Work may affect them.

The Contractor must comply with the OSHA "Federal Right to Know" Regulation, 29 CFR 1910, 1915, 1917, 1918, and 1926, regarding informing employees of toxic substances in the workplace, providing training, and emergency procedures.

Contractor must adhere to applicable environmental protection guidelines for the duration of the Work. The Contractor must comply with all codes, ordinances, rules, orders and other legal requirements of public authorities (including OSHA, EPA, DERM, the Town, Miami-Dade County, State of Florida), which bear on the performance of the Work

All open trenches or holes must be properly marked and barricaded to assure the safety of both vehicular and pedestrian traffic. No open trenches or holes are to be left open during nighttime or non-working hours without the prior written approval of the Project Manager.

The Contractor must provide such equipment and facilities as are necessary or required, in the case of accidents, for first aid service to person who may be injured during the Project(s) duration.

Contractor's duties and responsibilities for the safety and protection of the Work must continue until such time as all the completion of the Contract.

C5.02 TRENCH SAFETY ACT

Pursuant to Chapter 90-96 (CS/SB 2626), Laws of Florida, "Trench Safety Act", any person submitting a Bid is required to comply with the requirements of the **FLORIDA TRENCH SAFETY ACT (90-96, LAWS OF FLORIDA)**, Where a Project requires trenching the Contractor must complete the Trench Safety Act Form ("Form") and return the Form to the Project Manager before commencing any Work. Failure to submit said Form will result in the Contractor not being able to proceed with the Work and be potentially be in default of its Contract.

Any costs identified on the Form are not a pay item. The purpose of this form is to gather information on the costs associated with trench safety measures and to insure that the Bidder has considered these costs and included them in its Bid prices. Failure to complete this form may result in the Bid being declared non-responsive.

C5.03 MATERIAL SAFETY DATA SHEETS

In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a part of the Project must be accompanied by a Material Safety Data Sheet (MSDS) which must be obtained from the manufacturer. The MSDS must include the following information:

1. The chemical name and the common name of the substance.
2. The hazards or other risks in the use of the substance, including:
 - a. The potential for fire, explosion, corrosion, and reaction;
 - b. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the substance; and
 - c. The primary routes of entry and symptoms of overexposure.

3. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the substances, including appropriate emergency treatment in case of overexposure.
4. The emergency procedure for spills, fire, disposal, and first aid.
5. A description in lay terms of the known specific potential health risks posed by the substance intended to alert any person reading this information.

The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

C6 PLANS, DOCUMENTS & RECORDS

C6.01 CONTRACTOR TO CHECK PLANS, SPECIFICATIONS AND DATA

Contractor must verify all dimensions, quantities and details shown on any plans, specifications or other data received from Project Manager and must notify the Project Manager of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished to the Project Manager. Contractor will not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Project Manager.

C6.02 SHOP DRAWINGS AND SUBMITTALS

Contractor is required to submit shop drawings, sketches, samples or product data as required by the Contract Documents.

Contractor is responsible to submit such documents or samples in a timely manner for review by the Project Manager or Consultant. Shop Drawings are to be complete in every detail and clearly identify any deviation from what is required by the Contract Documents. It is the responsibility of the Contractor to submit sufficient information to allow the Project Manager and/or Consultant to properly evaluate and accept the submittal or shop drawing. Receipt of the shop drawings or submittals does not constitute acceptance

Incomplete or partial submittals will not be reviewed. All shop drawings for components of a system must be submitted together for them to be reviewed.

Where professional calculations or certification of performance criteria of materials, systems, and or equipment are required, the Project Manager or Consultant are entitled to rely upon the accuracy and completeness of such calculations and certifications submitted by the Contractor. Calculations, when required, must be submitted in a neat clear and easy format to follow.

Contractor is solely responsible for the accuracy of all shop drawings and submittals and any approval by Project Manager will in no way relieve the Contractor from said responsibility for full compliance with the Contract Documents.

C6.03 TOWN FURNISHED DRAWINGS, SUPPLEMENTAL DRAWINGS AND INSTRUCTIONS

The Town, in its sole discretion, may furnish design drawings. It is the sole responsibility of the Contractor to bring to the immediate attention of the Project Manager any discrepancies between the drawings and existing conditions, excluding hidden or unforeseen conditions, discovered prior to commencing and during the Work. The Contractor is solely responsible for verifying the accuracy of the drawings prior to commencing the Work, and is responsible for any errors or revisions of the Work, which might have been avoided by notifying the Town prior to commencement. This also applies to any revisions or omissions identified by the Contractor. The Contractor must submit all requests for information entitled Request for Information (RFI).

During the performance of the Work, should any errors, omissions, conflicts, ambiguities or discrepancies be found in the drawings and/or specifications, the Project Manager or the Consultant will clarify in writing the intent of the drawings and the Contractor agrees to abide by the Project Manager's interpretation and perform the Work in accordance with the decision of the Project Manager. In such event, the Contractor will be held to have included in its Contract Price the best materials suitable for the purpose and methods of construction.

The Contractor will have no basis for any claim for additional costs resulting from their failure to identify any required revisions, omissions or errors, not identified in writing to the Project Manager prior to commencing the Work.

The Project Manager and Consultant has the right to approve and issue supplemental drawings and instructions setting forth written orders, instructions, or interpretations, provided such Supplemental drawings or instructions involve no change in the Contract price or this Contract time, unless a Change Order is issued in accordance with the Contract Documents.

C6.04 AS-BUILT DRAWINGS

During the Work, Contractor must maintain records of all deviations from the Drawings as approved by the Project Manager or Consultant and prepare two copies of As-Built Record Drawings showing correctly and accurately all changes and deviations made during construction to reflect the Work as it was actually constructed. It is the responsibility of the Contractor to check the As-Built Drawings for errors and omissions prior to submittal to the Town and to certify in writing that the As-Built Record Drawings are correct and accurate, including the actual location of all internal piping, electrical/signal conduits in or below the concrete floor. Indicate the size, depth and voltage in each conduit.

To record actual construction, Contractor must legibly mark on-site structures and site Work as follows:

1. Depths of various elements of foundation in relation to finish first floor datum.
2. All underground piping and ductwork with elevations and dimensions and locations of valves, pull boxes, etc. Changes in location. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Actual installed pipe material, class, etc.
3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure. Air conditioning ducts with locations of dampers, access doors, fans and other items needing periodic maintenance.
4. Field changes in dimensions and details.
5. Changes made by Project Manager's or Consultant's written instructions or by Change Order.
6. Details not on original Contract Drawings.
7. Equipment, conduit, electrical panel locations.
8. Project Manager's or Consultant's schedule changes according to Contractor's records and shop drawings.

Specifications and Addenda: Legibly mark each section to record:

1. Manufacturer, trade name, catalog number and Supplier of each product and item of equipment actually installed.
2. Changes made by Project Manager's or Consultant's written instructions or by Change Order.

Approved Shop Drawings: Provide record copies for each process, equipment, piping, electrical system and instrumentation system.

As-built documents must be updated monthly as a condition precedent to payment. A final survey signed and sealed by a surveyor must be provided to the Town at no additional cost, including digital I (CAD and PDF) versions.

For construction of new building, or building additions, field improvements, and or roadway improvements as-built drawings must be signed and sealed by a Florida Licensed Registered Land Surveyor.

C6.05 RECORD SET

Contractor must maintain in a safe place one record copy and one permit set of the Contract Documents, including, but not limited to, all Drawings, Specifications, amendments, Change Orders, RFIs, and Field Directives, as well as all written interpretations and clarifications issued by the Project Manager, in good order and annotated to show all changes made during construction. The record documents must be continuously updated by Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directives, and Field Directives as well as all written interpretations and clarifications, and all concealed and buried installations of piping, conduit and utility services. Contractor must certify the accuracy of the updated record documents. The record documents must be clean and all changes, corrections and dimensions must be given in a neat and legible manner in red. Upon Final Completion and as a condition precedent to Contractor's entitlement to final payment, the Record Set must be delivered to the Project Manager by the Contractor. The Record Set of Drawing must be submitted in both hard copy and as electronic plot files.

C6.06 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.

C6.06(i) *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.

C6.06(ii) *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.

C7 CONTRACTOR RESPONSIBILITIES

C7.01 LABOR AND MATERIALS

Unless otherwise provided herein, Contractor must provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work. All materials must be new unless otherwise specified in the Contract Documents.

The Contractor will provide competent, suitably qualified personnel to lay out the work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

C7.01(i) *Minimal Disturbance*

All Work done by the Contractor or any Subcontractor must be done with minimal disturbance to the residents of the Town. The noise level must be kept at reasonable levels. All Contractor personnel and Subcontractors must demonstrate and maintain a courteous and responsible demeanor toward all persons while conducting business in the Town. The Town reserves the right to require the Contractor to permanently remove personnel from Work under the Contract that fail to comply with the requirements of this section.

C7.02 VEHICLES AND EQUIPMENT

Contractor must have on hand at all times clean and in good working order such vehicles, machinery, tools, accessories, and other items necessary to perform the Work under this Contract. The Town may require the repair or replacement of equipment as reasonably necessary.

C7.03 SUPERVISION OF THE WORK

Contractor is responsible for all Project management, including any and all subcontracts necessary to ensure that the Work is performed in accordance with the Contract. Project Management includes, but is not limited to: obtaining bids from subcontractors and suppliers; coordinating the securing of all permits; obtaining licenses and inspections; ensuring that subcontractors comply with the requirements of the Contract; performing the Work in accordance with the Contract to the satisfaction of the Project Manager; paying all subcontractors; obtaining release of liens/claims fees; and obtaining temporary and final Certificates of Occupancy or Completion, as applicable.

Contractor must have a competent English speaking supervisor ("Supervisor") who will represent the Contractor in the field and all directions given to the Supervisor will be as binding as if given to Contractor. Contractor will provide properly licensed personnel where such personnel are required by any rule, regulations, or law. Contractor and the Supervisor will give efficient and sufficient supervision to the Work, using their best skill and attention to ensure the Work is performed in accordance with the Contract Documents.

The Project Manager and the Contractor as necessary during the course of the Work to review and agree upon the Work performed and outstanding issues. The Contractor must publish, keep, and distribute minutes and any comments thereto of each such meeting.

C7.04 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 insure 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.

C7.05 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.

C7.06 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).

C7.07 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.

C7.08 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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.

C7.09 RELEASE OF LIENS/SUBCONTRACTOR'S STATEMENT OF SATISFACTION

The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Invoice, whether incorporated in the Project or not, will pass to the Town upon the receipt of payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances and that no Work, materials or equipment will have been acquired by the Contractor or by any other person performing Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor by a Subcontractor or supplier or any other interested party.

The Contractor must, starting with the second (2nd) Invoice, provide the Project Manager completed Partial or Final Releases of Lien/Subcontractor's Statement of Satisfaction Form for the Project. As an option the Contractor may also submit a Consent of Surety if a payment bond has been provided, authorizing the release of payment by the Surety. Failure to submit such documentation will result in rejection of the Invoice. The Contractor must use the Town's forms, which are available at the hyperlink provided in Article C8.01.

Conditional Release of Liens are not accepted by the Town.

C7.10 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.

Contractor is responsible for the protection of all equipment and material(s) from adverse weather conditions, damage, deterioration, and theft until the Work has been accepted by the Town.

No materials will be stored on site without the prior written approval, using the appropriate Town form, by the Project Manager. The Town's Forms are available at the website address identified in Article C8.01.

C7.11 E-VERIFY

Contractor must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract, and must expressly require any Subcontractors performing Work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Subcontractor.

C8 PAYMENT PROCESS

C8.01 COMPENSATION

Contractor can submit an invoice for payment for Work performed once per month for work completed and acceptance by the Project Manager. Contractor may not invoice more than once per month.

Contractor must use the Town's Contractor Payment Application ("Invoice") for all payment requests. Failure to use the Invoice form and full complete the required information will delay payment. Payments will not be made based on statements of accounts.

The Invoice Form is available on the Town's website at http://www.miamilakes-fl.gov/index.php?option=com_content&view=article&id=149&itemid=358.

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 will 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. Contractor is responsible for paying its Subcontractors and suppliers in accordance with the Florida Local Government Prompt Payment Act.

The Contractor will be compensated based on actual Work performed at the prices specified in the Contract.

The acceptance of final payment for a Project constitutes a waiver of all claims by Contractor related to that Project, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for payment.

C8.02 ESTIMATED QUANTITIES

The stated quantities do not reflect the actual quantities to be ordered and the Town has not established any minimum quantities and no guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor. The Town reserves the right, at its sole discretion, to make adjustment to the number and/or location of the Bid items. The failure of the Town to order any minimum quantities does not form any basis for a claim by the Contractor for lost work or profits.

C8.03 LINE ITEM PRICING

Line item pricing must include all costs, both direct and indirect to perform the Work except for those costs specifically identified as reimbursable costs as stated in Article C8.06. This includes any incidental costs associated with the Work not specifically stated, i.e., the installation of drainage may require backfill and patching, whether permanent or temporary.

The Bid Form contains line item prices and the Bidder is required to Bid on all line items. Where a Bidder fails to provide line item prices for all line items the Bid will be rejected as non-responsive.

C8.04 LINE ITEM QUANTITIES

The estimated quantities will be used solely for bid comparison purposes for the Town to determine the lowest responsive and responsible. No guarantee is expressed or implied as to the total quantity of Work to be issued to a Contractor.

C8.05 ADDITIONAL LINE ITEM PRICING

The Town reserves the right to request price quotes for additional items not contained in the initial award. Should the Town add any additional line items the Town will do so through the Change Order process.

C8.06 REIMBURSIBLE EXPENSES

Certain Project expenses may, or will not be know at the time of award of a Project. The Town will reimburse the Contractor for such costs, which includes:

1. Permits
2. Police Officer costs when not provided by the Town
3. WASD fees
4. DERM fees

Where a permit or the Town requires the Contractor to use a police officer(s) during the performance of the Work the Town will make every effort to furnish police officers at no cost to the Contractor. Where the Town is not able to provide the required police officers the Town will reimburse the Contractor based on the actual cost to the Contractor and the cost is not include in the unit price per item. To be reimbursed the Contractor must submit a copy of documentation substantiating both the cost as well as proof of payment.

Contractor will only be reimbursed for the actual direct cost, without any mark-up.

C8.07 PROGRESS PAYMENTS

Contractor may make application for payment for Work completed during the Project at intervals of not more than one invoice per month or upon completion and Final Acceptance of the Work. Contractor will be paid based on the line item breakdown, contained in the Bid Form, with payments based on actual Work performed. All applications shall be submitted in triplicate and the Contractor shall only use the Town's Contractor Payment Application Form or an invoice format approved by the Town. Supporting evidence to be included with any application for payment shall include, but is not limited to, an updated Project Schedule as required by Article C1.03 and a partial or final release of liens or consent of Surety relative to the Work, which is the subject of the application for payment and any other information required by the Project Manager. Each application for payment shall be submitted in duplicate for approval.

Ten percent (10%) of all monies earned by Contractor shall be retained by Town until Final Acceptance by the Town. Any interest earned on retainage shall accrue to the benefit of Town. All requests for retainage reduction shall be in writing in a separate stand-alone document.

The Town shall not pay more than five (5%) of the Total Contract price as mobilization should a schedule of values be required of the contractor

Town may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:

1. Defective Work not remedied.
2. Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Town because of Contractor's performance.
3. Failure of Contractor to make payments properly to Subcontractors or for material or labor.
4. Damage to another contractor not remedied.
5. Liquidated damages and costs incurred by Town and/or Consultant for extended construction administration.
6. Failure of Contractor to provide any and all documents required by the Contract Documents.

Contractor may be paid for materials or equipment purchased and stored at the Project(s) Site(s) or another location, subject to the sole discretion and approval of the Project Manager. Where a payment request is made for materials or equipment not incorporated in the Project, but delivered and suitably stored at the site or at some other location agreed upon in writing, the written documentation must be submitted at the time of request for payment. Payment shall be conditioned upon submission by the Contractor of paid invoices and an executed Material Purchased/Stored On-Premises form to establish the Town's title to such materials or equipment, or otherwise protect the Town's interest, including applicable insurance in the name of Town and transportation to the Project site.

Contractor retains sole liability to replace such stored materials or equipment as a result of damage or loss for any reason.

C8.08 RETAINAGE & RELEASE

Subsequent to the Project Manager determining that fifty (50%) percent of the Work has been completed the Contractor may submit a separate invoice requesting the release of 5% of the retainage withheld and submit a written request that future retainage be reduced to 5%. The Town at its sole discretion may determine that the request for release or reduction of the retainage should not occur.

Subsequent to Final Completion of the Project the Contractor may submit a separate invoice for the release of the retainage. The Town may withhold payment or any portion thereof to offset any fees or costs owed to the Town

C9 CONTRACTOR MODIFICATIONS & DISPUTE PROCESS

C9.01 FIELD DIRECTIVE

The Project Manager may at times issue Field Directives to the Contractor based on visits to the Project Site. Such Field Directive(s) will be issued in writing and the Contractor is required to comply with the directive. Where the Contractor believes that the directive is outside the scope of the Work, the Contractor must, within 48 hours, notify the Project Manager that the work covered by the Field Directive is outside the scope of the Work. At that time the Field Directive may be rescinded by the Project Manager or the Contractor may be required to submit a request for a change to the Contract. Where the Contractor is notified of the Town's position that the Work is within the scope and the Contractor disagrees, the Contractor may notify the Project Manager that the Contractor reserves the right to make a claim for the time and monies based on the Field Directive, in accordance with the requirements of Article C8.06. At no time will the Contractor refuse to comply with the Field Directive. Failure to comply with the Field Directive may result in a determination that the Contractor is in default of the Contract.

C9.02 CHANGE ORDERS

Without invalidating the Contract Documents and without notice to any Surety, the Town reserves and has the right, from time to time, to make such 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 Project 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 Project 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 Orders 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 at the website address identified in Article C8.01.

C9.03 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. Inclement weather, except for significant weather events that adversely impact the critical path of the Project Schedule or completion of the work, and the acts or omissions of Subcontractors or suppliers are not a sufficient basis to request an extension of time under this provision.

C9.04 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 of completion under the Contract 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 Project 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 Project 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 Project Manager may require the Contractor to furnish such additional information or documentation, as the Project 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 Project 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 Project 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 Project 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 C9.05, 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.

C9.05 EXCUSABLE DELAY, NON-COMPENSABLE

Excusable Delay is either (i) caused by circumstances that could not be foreseen and are beyond the control of Contractor, its subcontractors, or suppliers, or is (ii) caused jointly or concurrently by Contractor or its subcontractors, suppliers or vendors and by 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 C9.04.

Failure of Contractor to comply with Articles C9.04, 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.

C9.06 CLAIMS

Contractor will only be entitled to submit a claim after submitting its request for additional compensation or time in accordance with Articles C9.02 and C9.04 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 C11 within the timeframe established in Article C9.04, 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 C9.03, and C9.05. 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.

C9.07 DISPUTES AND MEDIATION

Contractor understands and agrees that all disputes between it and the Town upon an alleged violation of the terms of this Contract by the Town must be submitted for resolution in the following manner.

Initial effort(s) should be made by the Contractor to resolve any issues with the Project Manager or other Town representative(s) it works within in the coordination and performance of the Work.

Should the initial efforts of mediation not end in a mutual resolution then the Contractor must notify in writing the Town Manager as identified in Article C11, Notices, of the claim or dispute. The Contractor must submit its dispute in writing, with all supporting documentation, to the Town's Procurement Manager. Upon receipt of said notification the Procurement Manager will 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 must submit their dispute in writing within five (5) calendar days of the written finding being issued by the Procurement Manager to the Town Manager. Failure to submit such appeal in the stated timeframe of the written finding will constitute acceptance of the finding by the Contractor. Upon receipt of said notification the Town Manager will review the issues relative to the claim or dispute and issue a written finding.

Appeal to the Town Manager for 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 will not be entitled to seek judicial relief unless:

1. it has first received Town Manager's written decision, approved by the Town Council if applicable, or
2. 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 in an instance where Town Manager's decision is subject to Town Council for approval; or
3. 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 will 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 will be shared on a 50/50 basis. Should the 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.

C9.08 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.

C9.09 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.

C9.10 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 C10.03, 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 Project 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.

C9.11 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.

C9.12 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.

C9.13 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.

C10 EARLY TERMINATION & DEFAULT

C10.01 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

C10.02 CONTRACTOR DEFAULT

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.

C10.02(ii) *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.

C10.02(iii) *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.

C10.03 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.

C10.04 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.

C10.05 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.

C11 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

Procurement Department
Town of Miami Lakes 6601 Main Street
Miami Lakes, Florida 33014
procurement@miamilakes-fl.gov

For Contractor:

(To Be Determined)

Mr. Raul Gestesi
Town Attorney
Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014
gestesir@miamilakes-fl.gov

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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.

C12 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:

In the event of conflicts in the Contract Documents the priorities stated below will govern;

1. Revisions and Change Orders to the Contract will govern over the Contract
2. The Contract Documents will govern over the Contract
3. The Special Conditions will govern over the General Conditions of the Contract
4. Addendum to an ITB will govern over the ITB

In the event that Drawings and specifications are provided with the Contract Documents 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
6. Where provisions of codes, manufacturer's specifications or industry standards are in conflict, the more restrictive, strict, or higher quality will govern

C13 ISSUES RELATING TO THE WORK

C13.01 SUBSTITUTIONS

Substitution of any specified material or equipment requires the prior written acceptance of the Project Manager. It is the sole responsibility of the Contractor to provide sufficient information and documentation to the Project Manager to allow for a thorough review and determination on the acceptability of the substitution. Approval of a substitution does not waive or mitigate the Contractor's sole responsibility to meet the requirements of the Contract Documents. The Town may require an adjustment in price based on any proposed substitution.

The Contractor may request the Town to approve substitution where the specified materials are not available. Such requests must be submitted in writing to the Project Manager in advance with sufficient information to evaluate the substitution. The Contractor must provide the substitute materials plant designation, type, grade, quality, and size. Acceptance of substitutions will be at the sole discretion of the Town. The Town may require an adjustment in price based on any proposed substitution.

C13.02 INSPECTION OF THE WORK

The Project Manager, other Town representatives, and inspectors representing the Town and other public entities having jurisdiction over the Work must at all times have access to the Work

Should the Contract Documents, or any laws, ordinances, or any public authority require any of the Work to be tested, Contractor must provide timely notice of readiness of the Work for testing and timely notice must be given of the date fixed for such testing so that the appropriate representatives of the Town, DERM, or other entities can be present for such testing. Contractor will be responsible for making arrangements for all tests and for all associated costs for all required testing. The original copies of all testing reports are to be sent directly to the Project Manager by the testing firm, with a copy to the Contractor.

The Town, at its sole discretion may conduct testing in addition to the required testing. In such instances the Town will pay all testing costs unless the tests determine that the material, Work, or equipment is not compliant with the requirements of the Contract Documents. In such instances the Contractor must reimburse the Town for all incurred testing costs and the Contractor will be responsible for any costs associated with re-testing to ensure compliance.

Inspectors have no authority to permit deviations from, or to relax any of the provisions of the Contract Documents or to delay the Work by failure to inspect the materials and Work with reasonable promptness without the written permission or instruction of Project Manager.

C13.03 UNCOVERING FINISHED WORK

The Project Manager's right to make inspections includes the right to order the Contractor to uncover or take down portions of finished Work. The Project Manager will notify the Contractor in writing concerning all uncovered finished Work. Should the Work prove to be in accordance with the Contract, the uncovering or taking down and the replacing and the restoration of the parts removed will be treated as additional Work for the purpose of computing additional compensation and an extension of time. Should the Work examined prove unsatisfactory, such uncovering, taking down, replacing and restoration will be at the expense of the Contractor. Such expenses will also include repayment to the Town for any and all expenses or costs incurred by it, including employee salaries or related cost, in connection with such uncovering, taking down, replacing and restoration at the Project site.

C13.04 DEFECTIVE OR NON-COMPLIANT WORK

The Project Manager has the authority to reject or disapprove Work that is found to be defective or not in compliance with the requirements of the Contract. If required, the Contractor will promptly

either correct all defective or non-compliant Work or remove such defective Work and replace it with non-defective/non-compliant Work. Contractor will bear all direct, indirect and consequential costs of such removal or corrections.

Re-examination of any of the Work may be ordered by the Project Manager and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, the Town will pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor will pay such cost.

Should Contractor fail or refuse to remove or correct any defective or non-compliant Work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by the Project Manager, the Project Manager has the authority to cause the defective/non-compliant Work to be removed or corrected, or make such repairs or corrections as may be necessary at Contractor's expense. Any expense incurred by the Town in making such removals, corrections or repairs, will be paid for out of any monies due or which may become due the Contractor. In the event of failure of the Contractor to make all necessary repairs promptly and fully, the Town Manager or designee may declare the Contractor in default.

If, within the warranty period required by the Contract Documents, or by any specific provision of the Contract, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Town, must promptly correct such defective or nonconforming Work within the time specified by Town, without cost to Town. Should the Contractor fail to take such action the Town may take any necessary and appropriate action and hold the Contractor liable and responsible for all costs. The Town may take any action allowed under this Contract or in law to recover all such costs. Nothing contained herein will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents, including but not limited to, any claim regarding latent defects.

Failure to reject any defective Work or material does not, in any way, prevent later rejection when such defect is discovered, or obligate the Town to accept the defective Work.

END OF SECTION

SECTION D. SPECIAL TERMS AND CONDITIONS

D1 SCOPE OF WORK

The Contractor must furnish all labor, materials, supplies, tools, equipment, supervision and services necessary for the construction of the shared use path and signal modification at the project location per the attached project plans and in accordance with all applicable FDOT Design Standards, FDOT Standard Specifications, Miami Dade Traffic Specifications and Details for Signal Equipment, and the Americans with Disabilities Act.

Work includes but is not limited to removal of concrete sidewalk and asphalt path, construction of concrete and asphalt shared use paths, excavation, embankment, regulatory signing and pavement markings, and modification of traffic signal equipment as required in the project plans. Landscaping work shown on the attached plans will be done by another contractor. The Work includes furnishing, installing, constructing, delivery, of a complete project with the required maintenance of traffic devices, and quality assurance testing as applicable to the project.

Location: the eastside of Miami Lakeway Drive North/ South, between NW 67 Avenue to NW 64th Avenue.

D2 CONTRACT TERM

The Contract will become effective on the date it is executed by both parties and shall remain in effect until the expiration of the Warranty period(s). The Contractor shall obtain Substantial Completion of the Work within two hundred forty (240) Days of the Notice to Proceed being issued by the Town. Contractor must obtain Final Completion within thirty (30) Days after obtaining Substantial Completion.

D3 FDOT SPECIFICATIONS

FDOT specifications apply in the performance of the Work and all applicable specifications are hereby incorporated by reference. Any earthwork, concrete, asphalt, or landscaping Work to be performed under this Contract must be completed in a manner consistent with FDOT's Local Agency Program Big 4 Specifications ("LAP Big 4"). The LAP Big 4 Specifications can be found as a separate attachment to this Agreement. The Town may, at its sole discretion, make changes to the FDOT specification and the Contractor will be advised of any such changes.

D3.01 SOURCE OF SUPPLY

D3.01(i) *PROHIBITION AGAINST CONVICT PRODUCED MATERIALS*

Contractor shall not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Contractor may use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Town will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison, or
2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12 month period shall not exceed the amount produced in such facility for use in such construction during the 12 month period ending July 1, 1987.

D3.01(ii) *BUY AMERICA*

Contractor must use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Contractor must ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the Contractor uses but does not incorporate into the finished work. Contractor must submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Contractor must submit each such certification to the Project Manager prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, Contractor will submit invoices to document the actual cost of such material, and obtain the Project Manager's written approval prior to incorporating the material into the project

D3.01(iii) *STATE PRODUCED MATERIALS*

No preference for State (Florida or otherwise) produced materials shall apply to this Contract.

D3.01(iv) *PUBLICLY OWNED EQUIPMENT*

Contractor must not use publicly owned equipment in the performance of the Work required under this Contract.

D3.02 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of FDOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible.

D3.03 TITLE VI ASSURANCE - EQUAL EMPLOYMENT OPPORTUNITY

D3.03(i) *APPENDIX A*

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, “USDOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the Contract until the Contractor complies, or
 - b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of C2.03(i) and (ii) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

D3.03(ii) *APPENDIX E*

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor” agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

D3.04 ENDANGERED SPECIES ACT

The Federal Endangered Species Act requires that FDOT investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If FDOT’s investigation determines that there is a potential impact

to a protected, threatened or an endangered species, FDOT will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, FDOT has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

<http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf>.

It is the Contractor's responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, Contractor must notify the Project Manager of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Contractor must include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Contractor must submit this notification sufficiently in advance of planned commencement of the off-site activity, to allow a reasonable period of time for the Project Manager to conduct an investigation without delaying job progress.

Contractor will not perform any off-project activity without obtaining written clearance from the Project Manager. In the event the FDOT's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Contractor must immediately notify the Project Manager in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

D3.05 COMPLIANCE WITH SECTION 4(F) OF THE USDOT ACT

Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, Contractor must ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120 6.2). If such a site is proposed, Contractor will notify the Project Manager and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for FDOT and the Federal Highway Administration to make a Section 4(f) determination. Submit this

notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Project Manager to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Project Manager.

D3.06 PREVAILING WAGES

Payment of predetermined minimum wages applies for this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL221	Highway

The most recent General Decision Wage Table at the time of this writing can be found in Section I, Attachments, and is provided for informational purposes only. It is the Contractor's responsibility to obtain and comply with the most recent, applicable General Decision(s) (Wage Tables) issued at the time of Contract execution. Contractor must ensure that employees receive at least the minimum compensation applicable. Contractor must review the General Decisions for all classifications necessary to complete the project. General Decision(s) (Wage Tables) can be found through the FDOT's Office of Construction website.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the FDOT's Office of Construction website.

D3.07 COMPLIANCE WITH FHWA 1273

Bidder must comply with the provisions contained in FHWA 1273. Said provisions are attached to this Contract in Section I, Attachments, and are hereby incorporated by reference as though fully set forth herein. For Contractor's convenience, an electronic version of FHWA 1273 can be found at <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>. It is the Bidder's responsibility to familiarize itself and comply with FHWA 1273.

The provisions contained in FHWA 1273 must be physically included in every contract that Bidder enters into with any subcontractor in connection with this Project.

D4 LIQUIDATED DAMAGES

The Contractor is obligated and guarantees to obtain Substantial and Final Completions of the Project within the timeframes established in the Contract or any approved extension of time the Contractor may be granted by the Town. In the event of a delay in completion beyond the date established in the Contract, the Contractor must pay to the Town for each and every calendar day of unexcused delay, according to the amounts established in the schedule below, which is hereby agreed upon not as a penalty but as liquidated damages.

Original Contract Amount	Daily Charge Per Calendar Day
• \$50,000 and under	\$763
• Over \$50,000 but less than \$250,000	\$958
• \$250,000 but less than \$500,000	\$1,099
• \$500,000 but less than \$2,500,000	\$1,584
• \$2,500,000 but less than \$5,000,000	\$2,811
• \$5,000,000 but less than \$10,000,000	\$3,645
• \$10,000,000 but less than \$15,000,000	\$4,217

- \$15,000,000 but less than \$20,000,000 \$4,698
- \$20,000,000 and over \$6,323 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

The Contractor will be notified of any exceptions. The total amount of liquidated damages will not exceed the value of the Contract.

The Town has the right to deduct liquidated damages assessments from any payment due or which may thereafter become due to the Contractor under any contract the Contractor has with the Town. In case the amount available under contracts the Contractor has with the Town is less than the amount of liquidated damages due the Town, the Contractor must pay the difference upon demand by the Town. Should the Contractor fail to compensate the Town for any liquidated damages, the Town will consider this as a form of indebtedness and may deny any future Work under the Contract or any other Town contract until such indebtedness is paid in full to the Town.

The Town will notify the Contractor in writing that it is incurring liquidated damages.

D5 REQUEST FOR INFORMATION

The Contractor must submit a Request for Information ("RFI") where the Contractor believes that the Contract Document's specifications are unclear or conflict. All requests must be submitted in a manner that clearly identifies the specification section or drawing detail, if furnished, where clarification or interpretation is being requested. As part of the RFI, Contractor must include its recommendation for resolution. The Town must respond in writing.

The RFI process is not intended to be used to correct defective Work performed by the Contractor. Solutions to correct defective Work, including means and methods are the sole responsibility of the Contractor. Should the RFI process be utilized to correct defective Work, the Contractor may be required to reimburse the Town for any costs incurred by the Town in responding to the RFI. Such reimbursements will be taken as a deduction against any payments due the Contractor.

D6 WARRANTY

Contractor warrants to the Town that all materials and equipment furnished under the Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Project Manager the Contractor must furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provisions within the Contract Documents.

All Work must have a one (1) year warranty on labor from the date of acceptance of the Work by the Town. Contractor must provide a minimum written warranty of one (1) year on all equipment, parts, or material unless the manufacturer provides a longer warranty. Where the manufacturer of the equipment, parts, or material provides a warranty greater than one (1) year or the time frame stipulated then the manufacturer's warranty term will take precedence. Contractor will be required to provide the Project Manager a copy of the manufacturer's warranty prior to the Town issuing final payment. Manufacturer's warranties will become effective upon Final Completion of the Project.

All material and equipment furnished must be fully guaranteed by the Contractor against factory defects and workmanship. At no expense to the Town, the Contractor will correct any and all

apparent and latent defects that may occur within the manufacturer's standard warranty. The Contract Documents may supersede the manufacturer's standard warranty. Manufacturer's warranties will become effective upon Final Completion of the Project.

Should the Contractor fail to perform any required warranty work the Town, at its sole discretion, may have the work performed by others, and deduct such costs from any monies due the Contractor from the Town. Where such funds are not available, the Town will bill the Contractor and Contractor will reimburse the Town within thirty (30) calendar days. The Town may take any necessary and appropriate action provided under this Contract or with law to collect such payment due the Town.

D7 SUBSTANTIAL COMPLETION, PUNCHLIST & FINAL COMPLETION

The Work will be substantially complete when the Project Manager, in the reasonable exercise of his/her discretion determines that the Work is complete and there are no material or substantial variations from the Contract and the Work is fit for its intended purpose. Upon Substantial Completion, the Project Manager and the Contractor will sign the Substantial Completion Inspection Form. The signing of this form does not relieve the Contractor from its obligation to complete the Project.

When the Contractor believes that the Work is substantially complete, the Contractor must request in writing that the Project Manager or Consultant inspect the Work to determine if Substantial Completion has been achieved. Where the Work requires the Contractor to obtain a Certificate of Completion no request for Substantial Completion inspection is to be submitted until the Contractor has obtained the Certificate(s) of Completion. The Project Manager or Consultant will schedule the date and time for any inspection and notify the Contractor and any other parties deemed necessary. During this inspection, the Project Substantial Completion Inspection Form will be completed as necessary. Any remaining Construction Work must be identified on this form and it will be known as Punch List Work. The Punch List must be signed by the Project Manager and the Contractor confirming that the Punch List contains the item(s) necessary to complete the Work. The failure or refusal of the Contractor to sign the Project Substantial Completion Inspection Form or Punch List will not relieve the Contractor from complying with the findings of the Project Substantial Completion Inspection and completing the Project to the satisfaction of the Town.

The Project Manager or Consultant, and the Contractor will agree on the time reasonably required to complete all remaining Work included in the Punch List.

Upon Substantial Completion and the receipt and acceptance of any required documentation, including warranty documents, the Project Manager will determine that a Project has achieved Final Completion and authorize final payment.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D8 ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Project Manager will, within ten (10) calendar days, make an inspection thereof. If Project Manager find the Work acceptable, the requisite documents have been submitted and the requirements of the Contract fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate for Payment will be issued by Project Manager, stating that the requirements of the Contract have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor must deliver to the Project Manager a final release of all liens arising out of the Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; operations and maintenance data, and the final bill of materials, if required, and payment application. Contractor must deliver the written Contractor's and all Manufacturer's warranties prior to issuance of the final invoice.

If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Town will, upon such certification of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment will be made under the terms and conditions governing final payment, except that it will not constitute a waiver of claims.

The acceptance of final payment will constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the Contract and identified by Contractor as unsettled at the time of the application for final payment.

D9 NPDES REQUIREMENTS

Contractor must comply with the State of Florida rules and regulations for the National Pollutant Discharge Elimination System (NPDES) including but not limited to all permitting, Notices of Intent, and the Storm Water Pollution Prevention Plan (SWPPP). All costs for NPDES and SWPPP must be included in the Bid price. For further information on compliance requirements for NPDES and SWPPP visit the State of Florida website at <http://www.dep.state.fl.us/water/stormwater/npdes/>. Contractor is responsible for obtaining, completing and paying for any required NPDES application or permits that may be required.

D10 OWNERSHIP OF THE WORK

The Contractor is solely responsible for all Work, until Final Completion of the Work. Contractor is liable for all damage, theft, maintenance, and safety until such time as the Town issues a notice of Final Completion.

END OF SECTION

SECTION E. CONTRACT EXECUTION FORM

This Contract **2018-08** made this ____ day of _____ in the year **20**__ in the amount of \$_____ 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

By: _____
Town Attorney

Signed, sealed and witnessed in the presence of:

As to the Contractor:

Print Contractor's Name

By: _____

By: _____

Name: _____

Title: _____

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)

FORM OF PERFORMANCE BOND (PAGE 1 OF 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a Contract, No. **2018-08**, awarded the _____ day of _____, **20**____, with Town which Contract Documents are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Performs the Contract between Contractor and Town for construction of **Safe Routes to School Construction Phase**, the Contract being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains as a result of default by Contractor under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract; then THIS BOND IS VOID, OTHERWISE IT REMAINS IN FULL FORCE AND EFFECT.
4. Whenever Contractor is, and declared by Town to be, in default under the Contract, and the Town having performed Town obligations hereunder, the Surety must promptly remedy the default, or must promptly:
 - 4.1. Complete the Project in accordance with the terms and conditions of the Contract Documents;
or

FORM OF PERFORMANCE BOND (Page 2 of 2)

4.2. Obtain a bid or bids for completing the Project in accordance with the terms and conditions of the Contract, and upon determination by Surety of the lowest responsible Bidder, or, if Town elects, upon determination by Town and Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and Town, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, means the total amount payable by Town to Contractor under the Contract and any amendments thereto, less the amount properly paid by Town to Contractor.

No right of action will accrue on this bond to or for the use of any person or corporation other than Town, as named herein.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

WITNESSES:

(Name of Corporation)

Secretary

By: _____

(Signature)

(CORPORATE SEAL)

(Print Name and Title)

IN THE PRESENCE OF:

INSURANCE COMPANY:

By: _____

Agent and Attorney-in-Fact

Address: _____

(Street)

(City/State/Zip Code)

Telephone No.: _____

FORM OF PAYMENT BOND (Page 1 of 2)

BY THIS BOND, We _____, as Principal, hereinafter called Contractor, and _____, as Surety, are bound to the Town of Miami Lakes, Florida, as Obligee, hereinafter called Town, in the amount of _____ Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, Contractor has by written agreement entered into a **Contract No. 2018-08**, for the **Safe Routes to School Construction Phase**, awarded the _____ day of _____, **20**____, with Town which Contract are by reference incorporated herein and made a part hereof, and specifically include provision for liquidated damages, and other damages identified, and for the purposes of this Bond are hereafter referred to as the "Contract";

THE CONDITION OF THIS BOND is that if Contractor:

1. Pays Town all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that Town sustains because of default by Contractor under the Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by Contractor in the performance of the Contract;

THEN CONTRACTOR'S OBLIGATION WILL BE VOID; OTHERWISE, IT WILL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the Work, furnish to Contractor a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with Contractor and who has not received payment for its labor, materials, or supplies must, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to Contractor and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against Contractor or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

FORM OF PAYMENT BOND (Page 2 of 2)

- 2.4. Any action under this Bond must be instituted in accordance with the longer of the applicable Notice and Time Limitations provisions prescribed in Section 255.05(2), or Section 95-11, Florida Statutes.

The Surety hereby waives notice of and agrees that any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect the Surety's obligation under this Bond.

Signed and sealed this _____ day of _____, 20____.

Contractor

ATTEST:

(Name of Corporation)

(Secretary)

By:

(Signature)

(Corporate Seal)

(Print Name and Title)

____ day of _____, 20____.

IN THE PRESENCE OF:

INSURANCE COMPANY:

By:

Agent and Attorney-in-Fact

Address:

(Street)

(City/State/Zip Code)

Telephone No.: _____

SECTION F. ATTACHMENTS

STAR PAVING, CORP. BID

**ITB FOR
SAFE ROUTES TO SCHOOL
CONSTRUCTION PHASE**

ITB No. 2018-08



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Luis Collazo
Councilmember Tony Lama
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

SECTION E. BID FORM

Bid submittal of Star Paving, Corp.
(Name of Bidder)
9312 NW 13th St #7 Doral FL 33172
(Address)
Submitted on: 12/22/17
(Date)

to furnish all Work as stated in the ITB and Contract Documents for the

Safe Routes to School Construction Phase

Bid No: 2018-08

To: Town of Miami Lakes, Florida
Attn: Town Clerk
Government Center
6601 Main Street
Miami Lakes, Florida 33014

This Bid Form is submitted as part of the Bidder's Bid submittal ("Submittal") in response to the ITB issued by the Town of Miami Lakes with respect to ITB Number 2018-08

Bidder has carefully examined all the documents contained in the ITB and understands all instructions, requirements, specifications, drawings/plans, terms and conditions, and hereby offers and proposes to furnish the products or services described herein at the prices, fees or rates quoted in the Submittal, and in accordance with the requirements, specifications, drawings/plans, terms and conditions, and any other requirements of the Contract Documents.

Bidder has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this ITB.

All statements, information and representations prepared and submitted in response to the ITB are current, complete, true, and accurate. Bidder acknowledges that the Town will rely on such statements, information, and representations in selecting a Bidder, and hereby grants the Town permission to contact any persons or entities identified in the ITB to independently verify the information provided in the Submittal.

No attempt has or will be made by the Bidder to induce any other person or firm to not submit a response to this ITB and no personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Submittal. Bidder has had no contact with Town personnel regarding the ITB. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved.

The pricing, rates or fees proposed by the Bidder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Bidder or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Bidder prior to submission of the Submittal, either directly or indirectly, to any other Bidder or competitor.

Bidder is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities. If yes, Bidder must provide a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

The Bidder agrees, if this Bid is accepted, to timely execute a contract with the Town, pursuant to the terms and conditions of the Contract Documents and to furnish the documents, equipment, machinery, tools, apparatus, means of transportation, and all labor necessary to complete the Work.

Bidders that will be using a temporary labor company to provide staffing for the Project must complete Attachment B and include it with the Bid Submittal. Failure include this form may result in the Bid Submittal being rejected as non-responsive.

The individual signing the Bid Form represents by signing, that he/she is duly authorized to sign on behalf of the above named company and that all information and documents submitted in response to the ITB are to the best of his/her knowledge are true, accurate, and complete as of the submittal date.

BID PRICE

Bidder must complete and submit with its bid an electronic version of the MS Excel Bid Form (Attachment PS) to be responsive. A printed copy of the MS Excel Bid Form should also be included as part of the Bid Submittal. Do not convert the MS Excel Bid Form to a .pdf form.

Our **TOTAL BID AMOUNT** includes the total cost for the Work specified in this solicitation, consisting of furnishing all materials, labor, equipment, supervision, mobilization, overhead & profit required, in accordance with the Contract Documents as reflected in the MS Excel Spreadsheet.

Total Bid Amount: \$ 563,983.¹²/₁₀₀

Firm's Name: Star Paving, Corp.

Signature: 

Printed Name/Title: Abel T. Mendez President

Town/State/Zip: Miami, FL 33172

Telephone No.: 305-463-9030

Facsimile No.: 305-463-9030 E-Mail Address: StarPaving@aol.com

Social Security No. or Federal
I.D.No.: 59-2270057

(if available)

END OF SECTION

Town of Miami Lakes 2018-08
Safe Routes to School Pedestrian Path Along Miami Lakeway N/S
From Miami Lakes Middle School to Miami Lakes Elementary School
Price Sheet-Form PP

Note: Proposer's pricing as submitted will determine the ("Total Price Amount") for the purpose of evaluating the Proposals. However, unless otherwise stated in the Price Sheet Notes the Contractor will be paid based on actual work performed. See Price Sheet Form Notes for line item details.

Item No.	Description	U/M	Unit Price	Quantity	Extended Price
102-1	MOT	LS	\$ 4,657.50	1	\$ 4,657.50
110-1-1	Clearing & Grubbing	LS	\$ 56,925.00	1	\$ 56,925.00
0120-1	Regular Excavation	CY	\$ 8.80	473	\$ 4,161.22
0120-6	Embankment	CY	\$ 36.23	339	\$ 12,280.28
160-4	Type B Stabilization 12"	SY	\$ 6.21	7,690	\$ 47,754.90
285-701	Optional Base, Base Group 01 (4" Limerock)	SY	\$ 5.18	3,960	\$ 20,493.00
334-1-11	SP Asphaltic Concrete, Type SP-9.5, 1" Thick	TN	\$ 150.08	83	\$ 12,456.23
334-1-11	SP Asphaltic Conc., Type SP-9.5, 2" Avg. Harmonization	TN	\$ 150.08	37	\$ 5,552.78
425-4	Adjust Inlet	EA	\$ 465.75	2	\$ 931.50
520-1-10	Concrete Curb and Gutter Type F	LF	\$ 18.63	117	\$ 2,179.71
520-2-5	Concrete Curb, 12" Wide Header Curb	LF	\$ 17.60	279	\$ 4,909.01
522-1	Sidewalk Concrete, 4" Thick	SY	\$ 41.92	3,607	\$ 151,196.42
522-2	Sidewalk Concrete, 6" Thick- Driveway	SY	\$ 51.23	349	\$ 17,880.14
522-2	Sidewalk Concrete, 6" Thick- Driveway Harmonization	SY	\$ 79.18	148	\$ 11,718.27
526-1-1	Pavers, Architectural, Roadway	SY	\$ 88.49	87	\$ 7,698.85
527-2	Detectable Warning	SF	\$ 41.40	524	\$ 21,693.60
570-1-2	St. Augustine "Palmetto", Sod	SY	\$ 4.66	10,021	\$ 46,672.81
580-2-1	Landscape, Remove , Palms	EA	\$ 238.05	11	\$ 2,618.55
580-2-2	Landscape, Remove Large Tree	EA	\$ 341.55	39	\$ 13,320.45
580-1-1	Landscape, Remove Small Tree	EA	\$ 134.55	5	\$ 672.75
580-1-11	Mulch- Shredded Mala	CY	\$ 144.90	10	\$ 1,449.00
580-1-12	Rootguard	LF	\$ 20.70	1,200	\$ 24,840.00
630-2-12	Conduit (Under Pavement 3")	LF	\$ 10.35	360	\$ 3,726.00
632-7-1	Cable (Signal)	PI	\$ 8,694.00	1	\$ 8,694.00
635-2-11	Pull and Junction Boxes	EA	\$ 465.75	4	\$ 1,863.00
646-1-11	Aluminum Signal Pole (Pedestal)	EA	\$ 1,490.40	4	\$ 5,961.60
653-1-11	Pedestrian Signal Head Assembly	AS	\$ 1,366.20	16	\$ 21,859.20
653-1-60	Remove Pedestrian Signal Head Assembly	AS	\$ 124.20	16	\$ 1,987.20
665-1-11	Pedestrian detector (with sign)	EA	\$ 310.50	8	\$ 2,484.00
665-1-60	Remove Pedestrian Detector Assembly	EA	\$ 62.10	8	\$ 496.80
670-5-400	Modify Traffic Controller Assembly	AS	\$ 5,589.00	1	\$ 5,589.00
700-1-11	Single Post Sign, F&I, Ground Mount, up to 12 5F	AS	\$ 217.35	16	\$ 3,477.60
700-1-50	Single Post Sign, Relocate	AS	\$ 72.45	9	\$ 652.05
711-11-111	Thermoplastic, Standard, White Solid, 6"	NM	\$ -	0.00	\$ -
711-11-123	Thermoplastic, Standard, White Solid, 12"	LF	\$ 2.09	1,368	\$ 2,860.08
711-11-125	Thermoplastic, Standard, White Solid, 24"	LF	\$ 4.52	1,069	\$ 4,835.03
711-15-201	Thermoplastic, Standard, Yellow, Solid, 6"	GM	\$ 5,464.80	0.106	\$ 579.27
711-17	Remove Existing Thermoplastic Pavement Markings	SF	\$ 11.39	5	\$ 54.08
Subtotal*					\$ 537,126.78
101-1	Mobilization	LS		1	\$ 26,856.34
TOTAL PRICE AMOUNT					\$ 563,983.12

*Mobilization will be automatically calculated based on 5% of the Subtotal.

Firm's Name:

Star Paving, Corporation

Signature:

[Signature]

Print Name/Title:

Abel T. Morales / President

Email Address:

Starpaving@aol.com

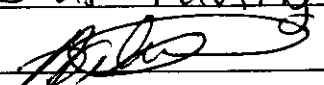
ADDENDUM ACKNOWLEDGEMENT FORM

Part I: Listed below are the dates of issue for each Addendum received in connection with this Bid:

Addendum No. <u>1</u>	Dated <u>11-30-17</u>
Addendum No. <u>2</u>	Dated <u>12-7-17</u>
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

_____ No Addendum issued for this ITB

Firm's Name: Star Paving Corp.

Signature: 

Printed Name/Title: Abel T. Mendez President



ITB 2018-08

Safe Routes to School Construction Phase

Addendum #1

Due Date: 11:00AM, December 15, 2017

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers

1. Is Form 375-030-32, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, to be completed by the Prime or proposed subcontractors?

Response: Form 375-030-32, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, should be completed by both the Prime and any proposed subcontractors and included with the bid.

2. Is Form 375-030-50, Conflict of Interest Certification, to be included with the bid? If so, how is this form to be completed?

Response: Form 375-030-50, Conflict of Interest Certification, is not necessary for this solicitation. Bidders are to disregard this form.

3. Is Form 375-030-30, Truth in Negotiation Certification, to be included with the bid?

Response: Form 375-030-30, Truth in Negotiation Certification, is not necessary for this solicitation. Bidders are to disregard this form.

4. Is there a bid bond requirement for this solicitation?


Response: Yes, this solicitation requires a bid bond of at least 5% of the bid price.

Acknowledgement:

Abel T. Mendez
Name of Signatory

President
Title

12/21/17
Date


Signature
Star Paving Corp
Name of Bidder

Thomas Fossler
Procurement Manager



ITB 2018-08

Safe Routes to School Construction Phase

Addendum #2

Due Date: 3:00PM, December 22, 2017

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. Plans "01-Sidewalk Design" are hereby revoked in their entirety and replaced with Plans "01-Sidewalk Design R1."
2. "Attachment PS" is hereby revoked in its entirety and replaced with "Attachment PS R1."
3. Plans "03-Landscape Design" are hereby provided with this Addendum, and as a separate attachment. These plans are provided to be used as a reference for tree removals only. Tree plantings are excluded from this solicitation.
4. The Bid Submittal Due Date is hereby extended from 11:00AM, December 15, 2017 to 3:00PM, December 22, 2017.

Acknowledgement:

Abe T. Mendez
Name of Signatory
President
Title
12/21/17
Date

[Signature]
Signature
Star Paving, Corp
Name of Bidder

Thomas Fossler
Procurement Manager

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond # BBS

KNOW ALL MEN BY THESE PRESENTS, that we
Star Paving Corp.

9312 NW 13th Bay 7. Doral Fl. 33172

as Principal, hereinafter called the Principal, and

United States Surety Company

801 South Figueroa St. Suite 700. Los Angeles, CA. 90017

a corporation duly organized under the laws of the State of ~~FL~~ MI Surety, hereinafter called the Surety, are
held and firmly bound unto

The Town of Miami Lakes

as Obligor, hereinafter called Obligor, in the sum of (5%) Percent of total amount bid

Five Percent of Amount Bid

Dollars (\$

Percent of attached bid)

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, the Principal has submitted a bid for Project No.:

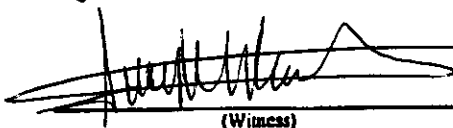
(Here insert full name, address, and description of project)

ITB No 2018-08 Safe Routes to School Construction Phase

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligor
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with
good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in
the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the
Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such
larger amount for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this
obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 22nd December 2017

Star Paving Corp

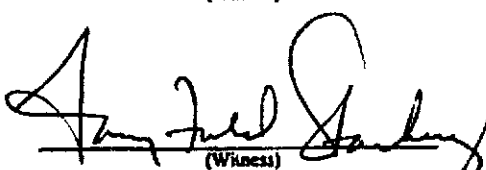


(Witness)



(Principal) (Seal)

Abel Mendez President
(Title)



(Witness)

United States Surety Company
(Surety)



Michele Burton Attorney in Fact

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Ford W. Heacock, III., Michele Ann Burton

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (\$ ***unlimited***). This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:


Daniel P. Aguilar, Vice President

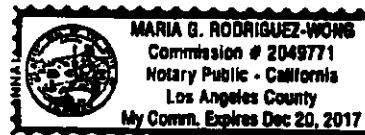
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature  (Seal)




I, Michael Chalekson, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 22 day of December, 2017

Corporate Seals

Bond No. BB5U
Agency No. 11642




Michael Chalekson, Assistant Secretary

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

I HEREBY CERTIFY that at a meeting of the Board of Directors of Star Paving Corporation, a corporation organized and existing under the laws of the State of Florida, held on the ____ day of _____, a resolution was duly passed and adopted authorizing (Name) Abel T. Mendez as (Title) President of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, must be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 21 day of Dec, 2017.
Secretary: [Signature]
Print: Abel T. Mendez / President

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

N/A I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a partnership organized and existing under the laws of the State of _____, held on the ____ day of _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the to execute bids on behalf of the partnership and provides that his/her execution thereof, attested by a partner, must be the official act and deed of the partnership.

I further certify that said partnership agreement remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.
Partner: _____
Print: _____

**CERTIFICATE OF AUTHORITY
(IF INDIVIDUAL)**

N/A I HEREBY CERTIFY that, I (Name) _____, individually and doing business as (d/b/a) _____ (If Applicable) have executed and am bound by the terms of the Bid to which this attestation is attached.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.
Signed: _____
Print: _____

NOTARIZATION

STATE OF Florida

) SS:

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 21ST day of December
20 17 by Abel T. Mendez, who is personally known to me or who has produced
_____ as identification and who (did / did not) take an oath.


SIGNATURE OF NOTARY PUBLIC

STATE OF FLORIDA



PRINTED, STAMPED OR TYPED

NAME OF NOTARY PUBLIC

SECTION F. QUESTIONNAIRE

This Completed Form Must Be Submitted With The Bid, The Town May, At Its Sole Discretion, Require That The Bidder Submit Additional Information Not Included In The Submitted Form. Such Information Must Be Submitted Within Seven (7) Calendar Days of the Town's Request. Failure To Submit The Form Or Additional Information Upon Request By The Town Will Result In The Rejection Of The Bid As Non-Responsive. Additional Pages May Be Used Following The Same Format And Numbering. Some Information May Not Be Applicable Apply. In Such Instances Insert "N/A".

By submitting its Bid the Bidder certifies the truth and accuracy of all information contained herein.

A. Business Information

1. How many years has your company been in business under its current name and ownership?

a. Professional Licenses/Certifications (include name and number)* Issuance Date

Specialty Engineering #E1982 2000
Issued by Miami Dade County.

(*include active certifications of small or disadvantage business & name of certifying entity)

b. Date company licensed by the State of Florida or Miami-Dade County: 4/1983

c. State and Date of Incorporation: Florida 4/30/1983

c. What is your primary business? Sitework, Paving, drainage, concrete, etc.
(This answer should be specific)

d. Name of Qualifier, license number, and relationship to company:

Abel T. Mendez #E1982, President of Star Paving Corp.

e. Names of previous Qualifiers during the past five (5) years including, license numbers, relationship to company and years as qualifier for the company

Same

2. Name and Licenses of any prior companies

Name of Company License No. Issuance Date

N/A

3. Type of Company:

☒ Corporation ☐ "S" Corporation ☐ LLC ☐ Sole Proprietorship ☐ Other: _____

(Corporations will be required to provide a copy of their corporate resolution prior to executing a contract)

4. Company Ownership

a. Identify all owners of the company

Name	Title	% of ownership
Abel T. Mendez	President	100%

b. Is any owner identified above an owner in another company? ☐ Yes ☒ No
If yes, identify the name of the owner, other company names, and % ownership

c. Identify all individuals authorized to sign for the company, indicating the level of their authority (check applicable boxes and for other provide specific levels of authority)

Name	Title	Signatory Authority			
		All	Cost	No-Cost	Other
Abel T. Mendez	President	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lucy M. Batista	General Mgr.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Explanation for Other: _____

5. Employee Information

Total No. of Employees: 16 Number of Managerial/Admin. Employees: 4

Number of Trades Personnel and total number per classification:

(Apprentices must be listed separately for each classification)

4 - Equipment Operators
8 - Laborers

6. Will a Labor Force Company be used to provide workers? ☐ Yes ☒ No

7. Has any owner or employee of the company ever been convicted of a federal offense or moral turpitude: If yes, please explain:

8. Insurance Information

a. Insurance Carrier name & address: Evanston Insurance, Western

World Insurance, MapFree

b. Insurance Contact Name, telephone, & e-mail: Insurance Marketas

305-442-9607 Gamador@insurance.com

c. Insurance Experience Modification Rating (EMR): A9M Best Rating A15
(if no EMR rating please explain why)

d. Number of Insurance Claims paid out in last 5 years & value: 1 @ \$79,000.00

e. Bond Carrier name & address: Heacock Insurance

32313 Broadway Suite #101 Sebring, FL 33890

f. Bond Carrier Contact Name, telephone, & e-mail: Michelle Burton

g. Number of Bond Claims paid out in last 5 years & value: 0

9. N/A Have any claims lawsuits been file against your company in the past 5 years, If yes, identify all where your company has either settle or an adverse judgment has been issued against your company. Identify the year basis for the claim or judgment & settlement unless the value of the settlement is covered by a written confidentiality agreement.

10. N/A To the best of your knowledge is your company or any officers of your company currently under investigation by any law enforcement agency or public entity. If yes, provide details:

11. Has your company been assessed liquidated damages or defaulted on a project in the past five (5) years? ☐ Yes ☒ No (If yes, provide an attachment that provides an explanation of the project and an explanation.

12. Has your company been cited for any OSHA violations in the past five (5) years? If yes, please provide an attachment including all details on each citation, ☐ Yes ☒ No

13. Provide an attachment listing all of the equipment, with a value of \$3,000 or greater, owned by your company.

14. Provide an attachment listing of all equipment that your company does not own but plans to rent, lease, or borrow for the performance of the Work

15. Is your company capable of performing at least forty percent (40%) of the Work required under this ITB? ☒ Yes ☐ No

B. Project Management & Subcontract Details

1. Project Manager for this Project:

a. Name: Abel T. Mendez

b. Years with Company: 18

c. Licenses/Certifications: Specialty Engineering, Osha Certification

d. Last 5 projects with the company including role, scope of work, & value of project:

See attached

2. Subcontractors:

Name	Trade/Work to be performed	% of Work	License No.
------	----------------------------	-----------	-------------

all professional striping	<u>Striping</u>	<u>.11%</u>	<u>06B500619</u>
--------------------------------------	-----------------	-------------	------------------

3. Scope of actual Work to be performed by your company and the corresponding percentage of the work: (This does not include such items as insurance * bonds, dumpsters, trailers, and other similar non-construction work items)

Star Paving will perform 89% of this contract with its own forces. Concrete, Paving, Milling, clearing, grinding, etc.

C. Current and Prior Experience:


1. Current Experience including current under projects or contracts, recently awarded, or pending award (Provide an attachment to this questionnaire that lists all such contracts or projects, including the owner's name, title and value of project, scope of work, projected or actual start date, projected completion date).
2. Prior contracts or projects of a similar size, scope, and complexity: Provide an attachment to this Questionnaire that includes contracts or projects the Bidder considers of a similar, size, scope and complexity that the Town should consider in determining the Bidders responsiveness and responsibility. This attachment must detail the three (3) most recent roofing replacement projects performed within the last three (3) years. Information provided must include the owner's name, address and contact person, including telephone and e-mail, title of contract or project, scope, initial value and final cost of the contract or project, projected and final timeframes for completion. Please use the attached Current & Prior Experience Form and include in Bid.

D. Declaration

I declare under penalty of perjury that the foregoing information is true and correct.

Executed on 12/21/17 (date)

Authorized representative (print): Diego T. Mendez

Authorized representative (signature): 



CURRENT & PRIOR EXPERIENCE FORM

(Print as many as needed)

Bidder's Name: Star Paving, Corp.
Project Name: Intersection Improvements
Scope of Work: milling, Asphalt, widening, drainage, concrete
curb & gutters and striping
Initial Contract Value: \$ 1,500,000.00 Final Contract Value: \$?

Is the Contract still active? ☒ Yes ☐ No

Number of Change Orders: 0

Start date: Dec 2017 Completion Date: Dec 2018

Was the Contract completed on time or is it scheduled to be completed on time? ☒ Yes ☐ No
If no, please explain why:

Contact information of Project Owner/Manager:

Public Entity Name: miami Dade County Public works Dpt
Project Owner/Manager Name: Freddy Valero
Project Owner/Manager Title: Project Manager
Project Owner/Manager Telephone: 305-375-2135
Project Owner/Manager Email: FValero@miamidade.gov

Name of Individual Completing this Form: Abel T. Mendez

Title: President

Telephone: 3/463-9030

Signature: [Signature]

Email: StarPaving@aol.com

Date: 12/21/17

SECTION G. AFFIDAVITS

TRENCH SAFETY ACT

Contract No. 2018-08

The Bidder, by virtue of signing the Price Form, affirms that the Bidder is aware of the Trench Safety Act, and will comply with all applicable trench safety standards. Such assurance will be legally binding on all persons employed by the Bidder and Subcontractor, and Subconsultant.

The Bidder is also obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards for the Project.

The following items are a breakout of the respective items involving trenching under the Contract identified above and are included in the unit prices.

The Bidder further identifies the costs and methods summarized below:

N/A

Description	Unit	Quantity	Unit Price	Extended Price	Method
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
_____	_____	_____	\$ _____	\$ _____	_____
Total			\$ _____		

It is the Contractor's responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, Contractor must notify the Project Manager of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Contractor must include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Contractor must submit this notification sufficiently in advance of planned commencement of the off-site activity, to allow a reasonable period of time for the Project Manager to conduct an investigation without delaying job progress.

Contractor will not perform any off-project activity without obtaining written clearance from the Project Manager. In the event the FDOT's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Contractor must immediately notify the Project Manager in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

D3.05 COMPLIANCE WITH SECTION 4(F) OF THE USDOT ACT

Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, Contractor must ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120 6.2). If such a site is proposed, Contractor will notify the Project Manager and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for FDOT and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Project Manager to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Project Manager.

D3.06 PREVAILING WAGES

Payment of predetermined minimum wages applies for this contract.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
FL221	Highway

The most recent General Decision Wage Table at the time of this writing can be found in Section I, Attachments, and is provided for informational purposes only. It is the Contractor's responsibility

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }

COUNTY OF Miami Dade }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: President

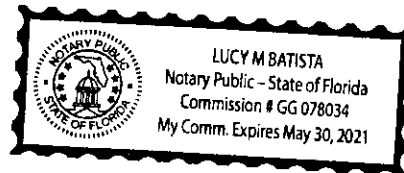
Sworn and subscribed before this

21 day of Dec, 2017

[Signature]
Notary Public, State of Florida

Abel T. Mendez
(Printed Name)

My commission expires: _____



NON-COLLUSIVE AFFIDAVIT

State of Florida }
 } SS:

County of Miami Dade

Abel T. Mendez being first duly sworn, deposes and says that:

- a) He/she is the President (Owner, Partner, Officer, Representative or Agent) of Star Paving Corp the Bidder that has submitted the attached Proposal;
- b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- c) Such Proposal is genuine and is not collusive or a sham Proposal;
- d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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 work;

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any 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 affiant.

Signed, sealed and delivered in the presence of:

Signed, sealed and delivered

Witness

Witness

By:

Signature: _____

Abel T. Mendez
(Printed Name)

President
(Title)

NON-COLLUSIVE AFFIDAVIT (CONTINUED)

ACKNOWLEDGMENT

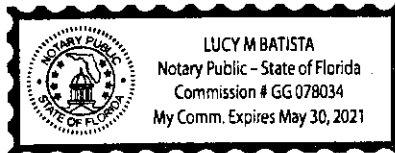
State of Florida
County of Miami Dade SS:

BEFORE ME, the undersigned authority, personally appeared Abel T. Mendez
to me well known and known by me to be the person described herein and who executed the foregoing
Affidavit and acknowledged to and before me that Abel T. Mendez executed said
Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 21 day of Dec, 2017.

My Commission Expires:

Lucy M. Batista
Notary Public State of Florida at Large



BIDDER'S RELATIONSHIPS WITH THE TOWN AFFIDAVIT

By executing this affidavit, Bidder discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Bidder shall disclose to the Town:

- NA* a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship

- NA* b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
Last name	First name	Relationship
Last name	First name	Relationship


Authorized Signature


Date

SWORN STATEMENT ON PUBLIC ENTITY CRIMES
SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes

by Abel T. Mendez
[print individual's name and title]

for Star Paving, Corp
[print name of entity submitting sworn statement]

whose business address is

9312 NW 13th Bay #7
Doral, FL 33172.

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2270057

(if the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: Abel T. Mendez)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, will 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 will be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal

CONFLICT OF INTEREST AFFIDAVIT

State of Florida }

SS:

County of Miami Dade

Abel T. Mendez being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Star Paving Corp, the Bidder that has submitted the attached Bid/Proposal and certifies the following;

Bidder certifies by submitting its Bid that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Town employee, nor any elected or appointed officer (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed officer of the Town, may be a partner, officer, director or proprietor of Bidder and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Bidder/Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Bidder. Any contract award containing an exception to these above described restrictions must be expressly approved by the Town Council. Further, Bidder recognizes that with respect to this solicitation, if any Bidder violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Bidder/Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Town. The terms "Bidder" as used herein, include any person or entity making a bid herein to Town or providing goods or services to Town.

Bidder further certifies that the price or prices quoted in the attached Bid are fair and proper and are not tainted by any 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 affiant.

Signed, sealed and delivered in the presence of:

Witness

By:

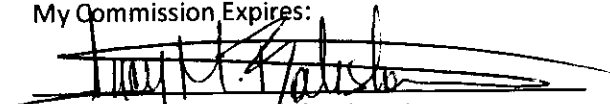
Abel T. Mendez
(Printed Name)
President
(Title)

Form COI

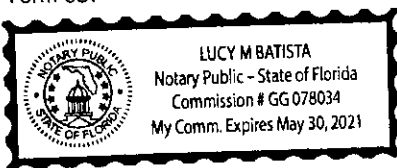
BEFORE ME, the undersigned authority personally appeared Shelley Hernandez to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Shelley Hernandez executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 9 day of Dec, 2017.

My Commission Expires:


Notary Public State of Florida at Large

Form COI



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION OF CURRENT CAPACITY

525-010-46
PROGRAM MANAGEMENT
12/09
Page 1 of 2

CONFIDENTIAL

For bids to be received on Dec 22, 2017
(Letting Date)

Fill in your FDOT Vendor Number VF _____ (Only applicable to FDOT pre-qualified contractors)
--

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on
the "Status of Contracts on Hand" report (page 2)

\$ 4,233,836.94

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.
3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

Sworn to and subscribed this 22 day
of December, 20 17

Star Paving Corp
NAME OF FIRM
By: [Signature] Abel T. Ojeda
President
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
Jackson Hospital Miami, FL	\$445,000.00	0	445,000.00		445,000.00
Intersection Improvements 20170224	1,331,380.47	\$150,000.00		1,181,380.47	
Intersection Improvements 20170225	1,330,815.47	\$145,000.00		1,185,815.47	
ADA Sidewalks Miami, FL 20170203	442,600.00	0	442,600.00	442,600.00	
ADA Sidewalks Miami, FL 20170195	524,040.00	0	524,040.00	524,040.00	
Greyhounds PARK Miami, FL	455,000.00	0			455,000.00
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest \$100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	3,133,826.44	900,000.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	\$0.00	4,233,826.44

COMPLIANCE WITH PUBLIC RECORDS LAW AFFIDAVIT

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Star Paving, Corp

Authorized representative (print): Abel T. Gonzalez

Authorized representative (signature):  Date: 12/21/17

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of workers who are not employees of the company are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the Town in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the Town with a certificate of insurance from the leasing company providing proof of workers' compensation coverage prior to these workers entering any Town Work site.

I further agree to notify the Town if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: Workforce Business Solutions.
Workers' Compensation Carrier: American Zurich Ins. Company.
A.M. Best Rating of Carrier: A+ Financial Strength 2V
Inception Date of Leasing Arrangement: June 5, 2002

I further agree to notify the Town in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the Town that documents the change of carrier.

Name of Contractor: Star Paving Corp.
Signature of Owner/Officer: [Signature]
Title: President Date: 12/21/17

DRUG-FREE WORKPLACE CERTIFICATION

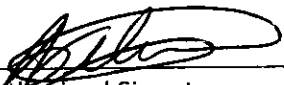
Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Star Paving, Corp.
Company Name:

12/21/17
Date


Authorized Signature:

Abel T. Mendez President
Printed Name and Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

*NOT Required as per
Addendum #1*

File Name _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST CERTIFICATION
FOR CONSULTANT/CONTRACTOR**

375-030-50
PROCUREMENT
01/12

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department.

Contract No./Project Description(s): _____

Financial Project Number(s): _____

Each undersigned individual hereby attests that he/she has no conflicts of interest related to the contract(s) identified above.

Printed Names

Signatures

Date

Not required as per Addendum #1

375-030-50
PROCUREMENT
01/12

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:


(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Sho T. Wudars Date: 12/21/17 Authorized Signature: 
Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Star Pawing Corp</u> <u>9312 NW 13th St #7</u> <u>Doral, FL 33172</u> Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____		
6. Federal Department/Agency: _____ _____			7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____		
8. Federal Action Number, if known: _____			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____ _____ _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____ _____ _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

375-030-32
PROCUREMENT
11/15

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: STAR PAVING CORP
By: [Signature] Abel T. Mendez
Date: 12/1/17
Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 9.91% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information. Forms may be downloaded at: www.dot.state.fl.us/proceduraldocuments/.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

<https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
10/14
Page 2 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: eeoforms@dot.state.fl.us.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.



STARP-1

OP ID: GA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/29/2017

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 Insurance Marketers, Inc. 2600 Douglas Road Suite 712 Coral Gables, FL 33134 Evarist Millan, Jr.		CONTACT NAME: Evarist Millan, Jr. PHONE (A/C, No, Ext): 305-442-9507 FAX (A/C, No): 305-447-8527 E-MAIL ADDRESS:		
INSURED Star Paving Corp 9312 NW 13th St, Bay #7 Doral, FL 33172		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Western World Insurance Co.		13196
		INSURER B: Falls Lake National Ins.Co.		31925
		INSURER C: Evanston Insurance Company		35378
		INSURER D:		
		INSURER E:		
INSURER F:				

COVERAGES

CERTIFICATE NUMBER:

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 MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Proj \$5M Cap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NPP8470158	09/12/2017	09/12/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		GMIBA000000041-00	04/18/2017	04/18/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MKLV2EUL101784	09/12/2017	09/12/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater		660-366M1336	09/12/2017	09/12/2018	Scheduled 488,799 Ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Driveway, Parking Area or Sidewalk -Paving or Repaving. Coverages are subject to terms conditions deductibles and exclusions as shown on the policy. Refer to NotePad

CERTIFICATE HOLDER

CANCELLATION

THE TOWN The Town of Miami Lakes 6601 Main Street Miami Lakes, FL 33014	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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NOTEPAD:HOLDER CODE THETOWM
INSURED'S NAME Star Paving CorpSTARP-1
OP ID: GA

PAGE 2

Date 11/29/2017

General Liability includes attached form CG 2010(04/13) Additional
Insured-Owners, Lessees or Contractors-Schedule of Organization CG 2037
(04/13)and Additional Insured -Owners, Lessees or Contractors -
Completed Operation when required by written contract.

Re: The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2017

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 have ADDITIONAL INSURED provisions or 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 Bouchard Insurance for WBS P.O. Box 6090 Clearwater, FL 33758-6090	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 293-3600 ext. 623	FAX (A/C, No):
INSURED Workforce Business Services, Inc. Alt. Emp: Star Paving Corporation 1401 Manatee Ave. West Ste 600 Bradenton, FL 34205-6708	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: American Zurich Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 16FL079807000

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 MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/POP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A	WC 90-00-818-06	12/31/2016	12/31/2017	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
	Qualifier: Able Mendez						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				Location Coverage Period:	12/31/2016	12/31/2017	Client# 000674

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Star Paving Corporation
9312 NW 13th St, Bay 7
Doral, FL 33172

CERTIFICATE HOLDER

The Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014

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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CTQB

Construction Trades Qualifying Board
BUSINESS CERTIFICATE OF COMPETENCY

E1982

STAR PAVING CORP

D.B.A.:

MENDEZ ABEL T

Is certified under the provisions of Chapter 10 of Miami-Dade County

VALID FOR CONTRACTS UNDER \$100,000



Engineering Contractor – Lic. E-1982

9312 N.W. 13th Street, Bay #7

Phone: 305-463-9030 Fax: 305-463-9080 Cell: 305-986-2612

starpaving@aol.com

RESUME:

ABEL TOMAS MENDEZ

Superintendent/Project Manager of Star Paving Corp.

Mendez is a Paving Engineer with over ____ years of progressive experience in the field of highway design, construction, maintenance, and operations. Applies logic and reasoning skills in order to resolve issues and maintain a healthy working relationship with contractors and subcontractors. Knowledgeable and experienced in all phases of construction. Consistent with completing tasks and projects ahead of schedule, under pressure, and under budget. Practiced in all aspects of negotiating contracts, accounting, estimating, purchasing, Project Management, and critical path scheduling.

EDUCATION:

Ingeniero en fabricacion de Azucar, Cuba 1981-1986.

CERTIFICATIONS AND PROFESSIONAL TRAINING:

OSHA

Workshop on management quality

Module for Supervision

Work inspection engineering

Working Methods

Workshop of finance contractors

Workshop on management quality

Problem solution decision and planning

Compiling of Technical Information

A guide to employee supervision

Equipment operator

First Aid

LICENSES:

Miami Dade County- Paving Engineering

COMPUTER SKILLS:

Windows, Excel, MS-Word, Quickbooks

WORK EXPERIENCE:

STAR PAVING CORPORATION, Miami, Florida, USA (November 2005 to Present)

Mendez is the owner and president of Star Paving Corp., this is an Engineering Contractor Company. Specialized in Drainage Systems, Pavement and Concrete. Supervision of all aspects of the company to include but not limited to; field supervision, estimating, company staff hiring, accounting, project coordination, preparation of all scheduling and budgets, change orders, maintenance logs on all equipment and vehicles, preparing submittals, planning etc. Coordinating work with Suppliers and subcontractors. Operating various construction equipment and

conducting surveys. Project Manager / Equipment operator (12/98 to 11-2005) Coordinating work with Suppliers and subcontractors. Operating various construction equipment and conducting surveys.

Work Executed:

- **Drainage, concrete, (Miami Gardens) 2016**
- **Drainage Improvements multiple sites (20140149) (Miami Dade County) 2016**
SW 96th & 95th Avenue – SW 9th Terrace – SW 12th Street
SW 72nd Avenue – 13th Street
SW 111th Street from 100th & 102nd Avenue
SW 96th Avenue & 10th Street
SW 102nd Court & 138th Street
18810 Franjo Road
- **Loggers Run Drainage Improvement, (Boca Raton) 2016**
- **Tides Village, Drainage, Paving, Concrete (Miami Beach) 2016**
- **1215 Dolmus, Drainage, Paving, Concrete (Miami Beach) 2016**
- **Surfstyle, Drainage, Paving, Concrete (Miami Beach) 2016**
- **Miami Metro Zoo, All site work (Miami Dade County) 2016**
- **North and South Miami Parks Multiple sites (Miami Dade Parks and Recreation (2016)**
- **Drainage Improvement multiple sites (20150176) (Miami Dade County) 2016**
Phase I SW 127th Avenue to SW 129th Place from SW 110th Terrace to SW 112th Street
Phase II SW 127 Avenue to SW 129th Place from SW 110th Terrace to SW 112th Street
- **Miami Gardens Asphalt, Parking lot, asphalt, cement (Miami Gardens) 2015**
- **Charles Deering Estate, Construction of Wetland (Miami Dade Parks and Recreation) 2015**
- **Miami Metro Zoo, Site grading (Miami Dade County) 2015**
- **Walmart, Parking lot asphalt (Homestead) 2015**
- **Walmart, Parking lot asphalt (Pompano) 2015**
- **Dolphin Mall, Parking lot (Miami Dade County) 2015**
- **Walmart, Parking lot asphalt (Flagler) 2015**
- **Tracfone, Construction of parking lot (Miami) 2014**
- **Di Donato Residence, Paving and Drainage (2013)**
- **Federal Express, Construction of parking lot (Medley) 2012**

PROJECTS UNDER CONSTRUCTION

Current Workload

Sunset Elementary School, South Miami

JMH Emergency Pedestrian Entrance

Country Lake Park

Hialeah Gardens HS

Villas at Vizcaya

STAR PAVING GOVERNMENT REFERENCE LISTING

- 1. Miami Dade county Public Works Department
111 NW 1st Street, 14th Floor, Miami, FL 33128**
- 2. Miami Dade Park and Recreation Department
275 NW 2nd Street, 4th Floor, Miami, FL 33128**
- 3. Office of Community & Economic Development Miami Dade County
701 NW 1st Court, 14th Floor, Miami, FL 33136**
- 4. Florida Department of Transportation**
- 5. City of Miami Gardens
1050 NW 163rd Street, Miami Gardens, FL 33169**
- 6. City of Miami
444 SW 2nd Avenue, 8th Floor, Miami, FL 33130**
- 7. City of North Miami
776 NE 125th Street, North Miami, FL 33161**
- 8. Village of Key Biscayne
88 West McIntyre Street, Suite 220, Key Biscayne, FL 33149**
- 9. City of Coral Gables
2800 SW 72nd Avenue, Miami, FL 33155**
- 10. City of Miami, Capital Improvement Program
444 SW 2nd Avenue, 8th Floor, Miami, FL 33130
Contact: Robert Fenton – Maurice Hardie**
- 11. Village of Pinecrest
10800 Red Road, Pinecrest, FL 33156**
- 12. City of South Miami
6130 Sunset Drive, South Miami, FL 33143**
- 13. Miami Dade County Transportation & Public Works Department
111 NW 1st Street, 14th Floor, Miami, FL 33128**
- 14. City of Doral – Public Works Department
8300 NW 53rd Street, Suite 100, Doral FL 33166**

**CLIENT REFERENCE LETTER**

To Whom It May Concern,

Subject: Reference Letter for Star Paving Corp, hereinafter "Bidder"

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Country Lake Park ImprovementsName of Project Owner: Miami Dade Park and RecreationScope of work: Asphalt repairValue of Project: \$ 580,000.00Is construction ongoing? ☐ Yes ☒ NoValue of Construction: \$ 153,000.00

If not, was Construction completed on time:

☒ Yes ☐ NoDate Construction was Completed: 10/25/2017

Was Construction completed within budget?

☒ Yes ☐ NoIf no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☐ No

Project Management:

☒ Above expectations ☐ Average ☐ Below expectations

Management of Subcontractors:

☐ Above expectations ☐ Average ☐ Below expectations

Project Safety Management:

☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner?

☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)?

☒ Yes ☐ NoNumber of Change Orders: 1

Were any Contractor driven?

☐ Yes ☒ No

Would you enter into a contract with the Contractor again in the future?

☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: Eduardo VilchezTitle: Senior Project ManagerPhone: 786-367-2766Email: evilchez@SHC-US.comSignature: [Signature]Date: 11/28/2017

Sincerely,

Thomas Fossler
Procurement Manager

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov



CLIENT REFERENCE LETTER

To Whom It May Concern,

Subject: Reference Letter for STAR PAVING, hereinafter "Bidder"

The above referenced contractor is submitting on a bid solicitation that has been issued by the Town. We require that the Bidder provide written references with their Bid submission and by providing you with this document the Contractor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: CRAWFORD PARK RESTROOM #3

Name of Project Owner: PARKS + RECREATION MIAMI-DOCK

Scope of work: STREETWORK, SEWER LINE

Value of Project: \$650,000

Is construction ongoing? ☒ Yes ☐ No

Value of Construction: \$200,000

If not, was Construction completed on time? ☐ Yes ☐ No

Date Construction was Completed: -

Was Construction completed within budget? ☐ Yes ☐ No

If no, did the Contractor contribute to the delay(s) or increased cost? ☐ Yes ☐ No

Project Management: ☒ Above expectations ☐ Average ☐ Below expectations

Management of Subcontractors: ☒ Above expectations ☐ Average ☐ Below expectations

Project Safety Management: ☒ Above expectations ☐ Average ☐ Below expectations

Was the Contractor responsive to the Project Owner? ☒ Yes ☐ No

Were the number of RFIs submitted reasonable for the scope of the project(s)? ☒ Yes ☐ No

Number of Change Orders: 0 Were any Contractor driven? ☐ Yes ☐ No

Would you enter into a contract with the Contractor again in the future? ☒ Yes ☐ No

If no to any of the above please provide details below. Provide any other comment you feel appropriate.

Thank you for your assistance in helping us in evaluating our bid solicitation.

Contact Person: JC MENA

Title: President

Phone: (305) 695-3739

Email: JCMENA@BellSouth.net

Signature: [Signature]

Date: 11/20/2017

Sincerely,

Thomas Fossler
Procurement Manager

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

DAVIS-BACON ACT WAGE DECISIONS
FL221 ISSUED JANUARY 6, 2017

General Decision Number: FL170221 01/06/2017 FL221

Superseded General Decision Number: FL20160221

State: Florida

Construction Type: Highway

County: Miami-Dade County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/06/2017

* ELEC0349-002 02/29/2016

	Rates	Fringes
ELECTRICIAN.....	\$31.11	\$11.25

SUFL2013-039 08/19/2013

	Rates	Fringes
CARPENTER.....	\$17.84	\$0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$15.49	\$0.00
FENCE ERECTOR.....	\$12.82	\$0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$15.07	\$0.00

HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$12.13	\$0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Spray Nozzleman).....	\$11.16	\$0.00
INSTALLER - GUARDRAIL.....	\$13.43	\$0.00
IRONWORKER, ORNAMENTAL.....	\$13.48	\$0.00
IRONWORKER, REINFORCING.....	\$18.43	\$0.00
IRONWORKER, STRUCTURAL.....	\$16.42	\$0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....		
	\$11.59	\$0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....		
	\$12.31	\$0.00
LABORER: Common or General.....	\$10.69	\$0.00
LABORER: Flagger.....	\$12.53	\$0.00
LABORER: Grade Checker.....	\$12.41	\$0.00
LABORER: Landscape & Irrigation.....		
	\$9.02	\$0.00
LABORER: Mason Tender - Cement/Concrete.....		
	\$13.91	\$3.50
LABORER: Pipelayer.....	\$15.02	\$0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$16.24	\$0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....		
	\$12.88	\$0.00
OPERATOR: Boom.....	\$18.95	\$0.00
OPERATOR: Boring Machine.....	\$15.29	\$0.00
OPERATOR: Broom/Sweeper.....	\$13.01	\$0.00
OPERATOR: Bulldozer.....	\$16.77	\$0.00
OPERATOR: Concrete Finishing Machine.....		
	\$15.44	\$0.00
OPERATOR: Concrete Saw.....	\$14.43	\$0.00
OPERATOR: Crane.....	\$22.46	\$0.00
OPERATOR: Curb Machine.....	\$20.74	\$0.00

OPERATOR: Distributor.....	\$13.29	\$0.00
OPERATOR: Drill.....	\$14.78	\$0.00
OPERATOR: Forklift.....	\$16.32	\$0.00
OPERATOR: Gradall.....	\$14.71	\$0.00
OPERATOR: Grader/Blade.....	\$20.22	\$3.85
OPERATOR: Loader.....	\$15.53	\$0.00
OPERATOR: Mechanic.....	\$18.03	\$0.00
OPERATOR: Milling Machine.....	\$14.67	\$0.00
OPERATOR: Oiler.....	\$16.32	\$0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$13.61	\$0.00
OPERATOR: Piledriver.....	\$17.23	\$0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$14.45	\$0.00
OPERATOR: Roller.....	\$13.67	\$0.00
OPERATOR: Scraper.....	\$12.01	\$0.00
OPERATOR: Screed.....	\$14.15	\$0.00
OPERATOR: Tractor.....	\$12.19	\$0.00
OPERATOR: Trencher.....	\$14.74	\$0.00
PAINTER: Spray.....	\$16.52	\$0.00
SIGN ERECTOR.....	\$12.96	\$0.00
TRAFFIC SIGNALIZATION: Traffic Signal Installation.....	\$19.07	\$0.00
TRUCK DRIVER: Distributor Truck.....	\$14.96	\$2.17
TRUCK DRIVER: Dump Truck.....	\$12.19	\$0.00
TRUCK DRIVER: Flatbed Truck.....	\$14.28	\$0.00
TRUCK DRIVER: Lowboy Truck.....	\$15.07	\$0.00
TRUCK DRIVER: Slurry Truck.....	\$11.96	\$0.00
TRUCK DRIVER: Vector Truck.....	\$14.21	\$0.00
TRUCK DRIVER: Water Truck.....	\$13.17	\$1.60

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- an existing published wage determination
- a survey underlying a wage determination
- a Wage and Hour Division letter setting forth a position on a wage determination matter
- a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

FHWA 1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

LAP BIG FOUR SPECIFICATIONS

EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM).
(REV 1-23-12) (FA 2-27-12)

SECTION 120
EARTHWORK AND RELATED OPERATIONS FOR LAP (OFF-SYSTEM)

120-1 Description.

120-1.1 General: Perform earthwork and related operations based on the type of work specified in the Contract and the Earthwork Categories as defined below. Meet the applicable requirements for materials, equipment and construction as specified.

Earthwork and related operations consists of excavation for the construction of the roadway, excavation for structures and pipe, constructing backfill around structures and pipe, and constructing embankments as required for the roadway, ditches, and channel changes.

120-1.2 Earthwork Categories: Performance of Earthwork Operations will fall into one of the following Earthwork Categories:

120-1.2.1 Earthwork Category 1: Includes the earthwork and related operations associated with the construction of sidewalks and bike paths along with any drainage structures associated with these facilities.

120-1.2.2 Earthwork Category 2: Includes the earthwork and related operations associated with the construction of turn lanes and other non-mainline traffic lanes, widening, roadway shoulders, concrete box culverts, retaining walls, and other drainage structures on the non-mainline pavement.

120-1.2.3 Earthwork Category 3: Includes the earthwork and related operations associated with the construction of new mainline pavement, along with concrete box culverts, retaining walls, and other drainage structures on the mainline pavement.

120-2 Classes of Excavation.

120-2.1 Excavation of Unsuitable Material: Excavation of unsuitable material consists of the removal of muck, clay, rock or any other material that is unsuitable in its original position and that is excavated below the finished grading template. For stabilized bases and sand bituminous road mixes, the finished grading template is the top of the finished base, shoulders and slopes. For all other bases and rigid pavement, the finished grading template is the finished shoulder and slope lines and bottom of completed base or rigid pavement.

120-2.2 Lateral Ditch Excavation: Lateral ditch excavation consists of all excavation of inlet and outlet ditches to structures and roadway, changes in channels of streams, and ditches parallel to the roadway right-of-way. Dress lateral ditches to the grade and cross-section shown in the plans.

120-2.3 Channel Excavation: Channel excavation consists of the excavation and satisfactory disposal of all materials from the limits of the channel as shown in the plans.

120-2.4 Excavation for Structures and Pipe: Excavation for structures consists of the excavation for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3 Excavation Requirements.

120-3.1 Excavation and Replacement of Unsuitable Materials: Where rock, muck, clay, or other material within the limits of the roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the plans or indicated by the Engineer, and backfill with suitable material. Shape backfill materials to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance of plus or minus 0.2 foot in depth and plus or minus 6 inches (each side) in width.

120-3.2 Lateral Ditch Excavation: Excavate inlet and outlet ditches to structures and roadway, changes in channels of streams and ditches parallel to the roadway. Dress lateral ditches to the grade and cross-section shown in the plans.

120-3.3 Channel Excavation: Excavate and dispose of all materials from the limits of the channel as shown in the plans. Excavate for bridge foundations, box culverts, pipe culverts, storm sewers and all other pipe lines, retaining walls, headwalls for pipe culverts and drains, catch basins, drop inlets, manholes, and similar structures.

120-3.4 Excavation for Structures and Pipe.

120-3.4.1 Requirements for all Excavation: Excavate foundation pits to permit the placing of the full widths and lengths of footings shown in the plans, with full horizontal beds. Do not round or undercut corners or edges of footings. Perform all excavation to foundation materials, satisfactory to the Engineer, regardless of the elevation shown on the plans. Perform all excavation in stream beds to a depth at least 4 feet below the permanent bed of the stream, unless a firm footing can be established on solid rock before such depth is reached, and excavate to such additional depth as may be necessary to eliminate any danger of undermining. Wherever rock bottom is secured, excavate in such manner as to allow the solid rock to be exposed and prepared in horizontal beds for receiving the masonry. Remove all loose and disintegrated rock or thin strata. Have the Engineer inspect and approve all foundation excavations prior to placing masonry.

120-3.4.2 Earth Excavation:

120-3.4.2.1 Foundation Material other than the Rock: When masonry is to rest on an excavated surface other than rock, take special care to avoid disturbing the bottom of the excavation, and do not remove the final foundation material to grade until just before placing the masonry. In case the foundation material is soft or mucky, the Engineer may require excavation to a greater depth and to backfill to grade with approved material.

120-3.4.2.2 Foundation Piles: Where foundation piles are used, complete the excavation of each pit before driving the piles. After the driving is completed, remove all loose and displaced material, leaving a smooth, solid, and level bed to receive the masonry.

120-3.4.2.3 Removal of Obstructions: Remove boulders, logs, or any unforeseen obstacles encountered in excavating.

120-3.4.3 Rock Excavation: Clean all rock and other hard foundation material, remove all loose material, and cut all rock to a firm surface. Either level, step vertically and horizontally, or serrate the rock, as may be directed by the Engineer. Clean out all seams, and fill them with concrete or mortar.

120-3.4.4 Pipe Trench Excavation: Excavate trenches for pipe culverts and storm sewers to the elevation of the bottom of the pipe and to a width sufficient to provide adequate working room. Remove soil not meeting the classification specified as suitable backfill material in 120-8.3.2.2 to a depth of 4 inches below the bottom of the pipe elevation. Remove rock, boulders or other hard lumpy or unyielding material to a depth of 12 inches below the

bottom of the pipe elevation. Remove muck or other soft material to a depth necessary to establish a firm foundation. Where the soils permit, ensure that the trench sides are vertical up to at least the mid-point of the pipe.

For pipe lines placed above the natural ground line, place and compact the embankment, prior to excavation of the trench, to an elevation at least 2 feet above the top of the pipe and to a width equal to four pipe diameters, and then excavate the trench to the required grade.

120-4 Disposal of Surplus and Unsuitable Material.

120-4.1 Ownership of Excavated Materials: Dispose of surplus and excavated materials as shown in the plans or, if the plans do not indicate the method of disposal, take ownership of the materials and dispose of them outside the right-of-way.

120-4.2 Disposal of Muck on Side Slopes: As an exception to the provisions of 120-4.1, when approved by the Engineer, muck (A-8 material) may be placed on the slopes, or stored alongside the roadway, provided there is a clear distance of at least 6 feet between the roadway grading limits and the muck, and the muck is dressed to present a neat appearance. In addition, this material may also be disposed of by placing it on the slopes where, in the opinion of the Engineer, this will result in an aesthetically pleasing appearance and will have no detrimental effect on the adjacent developments. Where the Engineer permits the disposal of muck or other unsuitable material inside the right-of-way limits, do not place such material in a manner which will impede the inflow or outfall of any channel or of side ditches. The Engineer will determine the limits adjacent to channels within which such materials may be disposed.

120-4.3 Disposal of Paving Materials: Unless otherwise noted, take ownership of paving materials, such as paving brick, asphalt block, concrete slab, sidewalk, curb and gutter, etc., excavated in the removal of existing pavements, and dispose of them outside the right-of-way. If the materials are to remain the property of the Agency, place them in neat piles as directed. Existing limerock base that is removed may be incorporated in the stabilized portion of the subgrade. If the construction sequence will allow, incorporate all existing limerock base into the project as allowed by the Contract Documents.

120-4.4 Disposal Areas: Where the Contract Documents require disposal of excavated materials outside the right-of-way, and the disposal area is not indicated in the Contract Documents, furnish the disposal area without additional compensation.

Provide areas for disposal of removed paving materials out of sight of the project and at least 300 feet from the nearest roadway right-of-way line of any road. If the materials are buried, disregard the 300 foot limitation.

120-5 Materials for Embankment.

120-5.1 General Requirements for Embankment Materials: Construct embankments using suitable materials excavated from the roadway or delivered to the jobsite from authorized borrow pits.

Construct the embankment using maximum particle sizes as follows:

In top 12 inches: 3 1/2 inches (in any dimension).

12 to 24 inches: 6 inches (in any dimension).

In the depth below 24 inches: not to exceed 12 inches (in any dimension) or the compacted thickness of the layer being placed, whichever is less.

Spread all material so that the larger particles are separated from each other to minimize voids between them during compaction. Compact around these rocks in accordance with 120-7.2.

When and where approved by the Engineer, larger rocks (not to exceed 18 inches in any dimension) may be placed outside the one to two slope and at least 4 feet or more below the bottom of the base. Compact around these rocks to a firmness equal to that of the supporting soil. Where constructing embankments adjacent to bridge end bents or abutments, do not place rock larger than 3 1/2 inches in diameter within 3 feet of the location of any end-bent piling.

120-5.2 Use of Materials Excavated From the Roadway and Appurtenances: Assume responsibility for determining the suitability of excavated material for use on the project in accordance with the applicable Contract Documents. Consider the sequence of work and maintenance of traffic phasing in the determination of the availability of this material.

120-5.3 Authorization for Use of Borrow: Use borrow only when sufficient quantities of suitable material are not available from roadway and drainage excavation, to properly construct the embankment, subgrade, and shoulders, and to complete the backfilling of structures and pipe. Do not use borrow material until so ordered by the Engineer, and then only use material from approved borrow pits.

120-5.3.1 Haul Routes for Borrow Pits: Provide and maintain, at no expense to the Agency, all necessary roads for hauling the borrow material. Where borrow area haul roads or trails are used by others, do not cause such roads or trails to deteriorate in condition.

Arrange for the use of all non-public haul routes crossing the property of any railroad. Incur any expense for the use of such haul routes. Establish haul routes which will direct construction vehicles away from developed areas when feasible, and keep noise from hauling operations to a minimum. Advise the Engineer in writing of all proposed haul routes.

120-5.3.2 Borrow Material for Shoulder Build-up: When so indicated in the plans, furnish borrow material with a specific minimum bearing value, for building up of existing shoulders. Blend materials as necessary to achieve this specified minimum bearing value prior to placing the materials on the shoulders. Take samples of this borrow material at the pit or blended stockpile.

120-5.4 Materials Used at Pipes, Culverts, etc.: Construct embankments over and around pipes, culverts, and bridge foundations with selected materials.

120-6 Embankment Construction.

120-6.1 General: Construct embankments in sections of not less than 300 feet in length or for the full length of the embankment.

120-6.2 Dry Fill Method:

120-6.2.1 General: Construct embankments to meet compaction requirements in 120-7 and in accordance with the acceptance program requirements in 120-9. Restrict the compacted thickness of the last embankment lift to 6 inches maximum.

As far as practicable, distribute traffic over the work during the construction of embankments so as to cover the maximum area of the surface of each layer.

Construct embankment in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-6.2.1.1 For A-3 and A-2-4 Materials with up to 15% fines:

Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 12 inches. Ensure the percentage of fines passing the No. 200 US Standard sieve in the A-2-4 material does not exceed 15%.

120-6.2.1.2 For A-1 Plastic materials (As designated in FDOT Design Standard Index 505) and A-2-4 Materials with greater than 15% fines: Construct the embankment in successive layers with lifts up to a maximum compacted thickness of 6 inches.

120-6.2.1.3 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, sumps and siphons.

When normal dewatering does not adequately remove the water, the Engineer may require the embankment material to be placed in the water or in low swampy ground in accordance with 120-7.2.4.

120-6.2.2 Placing in Unstable Areas: Where depositing the material in water, or in low swampy ground that will not support the weight of hauling equipment, construct the embankment by dumping successive loads in a uniformly distributed layer of a thickness not greater than necessary to support the hauling equipment while placing subsequent layers. Once sufficient material has been placed so that the hauling equipment can be supported, construct the remaining portion of the embankment in layers in accordance with the applicable provisions of 120-7.2.4 and 120-7.2.6.

120-6.2.3 Placing on Steep Slopes: When constructing an embankment on a hillside sloping more than 20 degrees from the horizontal, before starting the fill, deeply plow or cut into steps the surface of the original ground on which the embankment is to be placed.

120-6.2.4 Placing Outside Standard Minimum Slope: Where material that is unsuitable for normal embankment construction is to be used in the embankment outside the standard minimum slope (approximately one to two), place such material in layers of not more than 18 inches in thickness, measured loose. The Contractor may also place material which is suitable for normal embankment, outside such standard minimum slope, in 18 inch layers. Maintain a constant thickness for suitable material placed within and outside the standard minimum slope, unless placing in a separate operation.

120-6.3 Hydraulic Method:

120-6.3.1 Method of Placing: When the hydraulic method is used, as far as practicable, place all dredged material in its final position in the embankment by such method. Place and compact any dredged material that is re-handled, or moved and placed in its final position by any other method, as specified in 120-7.2. The Contractor may use baffles or any form of construction he may select, provided the slopes of the embankments are not steeper than indicated in the plans. Remove all timber used for temporary bulkheads or baffles from the embankment, and fill and thoroughly compact the holes thus formed. When placing fill on submerged land, construct dikes prior to beginning of dredging, and maintain the dikes throughout the dredging operation.

120-6.3.2 Excess Material: Do not use excess material placed outside the prescribed slopes, below the normal high-water level, to raise the fill. Remove only the portion of this material required for dressing the slopes.

120-6.3.3 Protection of Openings in Embankment: Leave openings in the embankments at the bridge sites. Remove any material which invades these openings or existing channels without additional compensation to provide the same depth of channel as existed before the construction of the embankment. Do not excavate or dredge any material within 200 feet of the toe of the proposed embankment.

120-7 Compaction Requirements.

120-7.1 Moisture Content: Compact the materials at a moisture content such that the specified density can be attained. If necessary to attain the specified density, add water to the material, or lower the moisture content by manipulating the material or allowing it to dry, as is appropriate.

120-7.2 Compaction of Embankments:

120-7.2.1 Earthwork Category 1 and 2 Density Requirements: The Engineer will accept a minimum density of 95% of the maximum density as determined by AASHTO T-99 Method C for all earthwork items requiring densities.

120-7.2.2 Earthwork Category 3 Density Requirements: The Engineer will accept a minimum of 100% of the maximum density as determined by AASHTO T-99 Method C for all densities required under category 3.

Except for embankments constructed by the hydraulic method as specified in 120-6.3, and for the material placed outside the standard minimum slope as specified in 120-6.2.4, and for other areas specifically excluded herein, compact each layer of the material used in the formation of embankments to the required density stated above. Uniformly compact each layer using equipment that will achieve the required density, and as compaction operations progress, shape and manipulate each layer as necessary to ensure uniform density throughout the embankment.

120-7.2.3 Compaction Over Unstable Foundations: Where the embankment material is deposited in water or on low swampy ground, and in a layer thicker than 12 inches (as provided in 120-6.2.2), compact the top 6 inches (compacted thickness) of such layer to the density as specified in 120-9.5.

120-7.2.4 Compaction Where Plastic Material Has Been Removed: Where unsuitable material is removed and the remaining surface is of the A-4, A-5, A-6, or A-7 Soil Groups, as determined by the Engineer, compact the surface of the excavated area by rolling with a sheepsfoot roller exerting a compression of at least 250 psi on the tamper feet, for the full width of the roadbed (subgrade and shoulders). Perform rolling before beginning any backfill, and continue until the roller feet do not penetrate the surface more than 1 inch. Do not perform such rolling where the remaining surface is below the normal water table and covered with water. Vary the procedure and equipment required for this operation at the discretion of the Engineer.

120-7.2.5 Compaction of Material To Be Used In Base, Pavement, or Stabilized Areas: Do not compact embankment material which will be incorporated into a pavement, base course, or stabilized subgrade, to be constructed as a part of the same Contract.

120-7.2.6 Compaction of Grassed Shoulder Areas: For the upper 6 inch layer of all shoulders which are to be grassed, since no specific density is required, compact only to the extent directed.

120-7.2.7 Compaction of Grassed Embankment Areas: For the outer layer of all embankments where plant growth will be established, do not compact. Leave this layer in a loose condition to a minimum depth of 6 inches for the subsequent seeding or planting operations.

120-7.3 Compaction of Subgrade: If the plans do not provide for stabilizing, compact the subgrade in both cuts and fills to the density specified in 120-9.5. For undisturbed soils, do not apply density requirements where constructing narrow widening strips or paved shoulders 5 feet or less in width.

Where trenches for widening strips are not of sufficient width to permit the use of standard compaction equipment, perform compaction using vibratory rollers, trench rollers, or other type compaction equipment approved by the Engineer.

Maintain the required density until the base or pavement is placed on the subgrade.

120-8 Backfilling Around Structures and Pipe.

120-8.1 Requirements for all Structures:

120-8.1.1 General: Backfill around structures and pipe in the dry whenever normal dewatering equipment and methods can accomplish the needed dewatering.

120-8.1.2 Equipment and Methods: Provide normal dewatering equipment including, but not limited to, surface pumps, sump pumps, wellpoints and header pipe and trenching/digging machinery. Provide normal dewatering methods including, but not limited to, constructing shallow surface drainage trenches/ditches, using sand blankets, perforated pipe drains, sumps and siphons.

120-8.1.3 Backfill Materials: Backfill to the original ground surface or subgrade surface of openings made for structures, with a sufficient allowance for settlement. The Engineer may require that the material used for this backfill be obtained from a source entirely apart from the structure.

Do not allow heavy construction equipment to cross over culvert or storm sewer pipes until placing and compacting backfill material to the finished earthwork grade or to an elevation at least 4 feet above the crown of the pipe.

120-8.1.4 Use of A-7 Material: In the backfilling of trenches, A-7 material may be used from a point 12 inches above the top of the pipe up to the elevation shown on the FDOT Design Standards as the elevation for undercutting of A-7 material.

120-8.1.5 Time of Placing Backfill: Do not place backfill against any masonry or concrete abutment, wingwall, or culvert until the Engineer has given permission to do so, and in no case until the masonry or concrete has been in place seven days or until the specified 28-day compressive strength occurs.

120-8.1.6 Placement and Compaction: When the backfill material is deposited in water, compact per 120-8.2.5 and 120-8.3.4. Place the material in horizontal layers not exceeding 6 inches compacted thickness, in depth above water level, behind abutments, wingwalls and end bents or end rest piers, and around box culverts and all structures including pipe culverts. The Engineer may approve placing material in thicker lifts of no more than 12 inches compacted thickness above the soil envelope if a test section demonstrates the required density can be achieved. Approval will be based on five passing density tests over the test section consisting of a lift of backfill from structure to structure. The Engineer will identify the test section with the compaction effort and soil classification in the Agency Logbook. In case of a change in compaction effort or soil classification, construct a new test section. The Engineer reserves the right to terminate the Contractor's use of thick lift construction and have him revert to the 6 inch compacted lifts whenever it is determined that satisfactory results are not being obtained.

120-8.2 Additional Requirements for Structures Other than Pipe:

120-8.2.1 Density: Where the backfill material is deposited in water, obtain a 12 inch layer of comparatively dry material, thoroughly compacted by tamping, before the Engineer verifies layer and density requirements. Meet the requirements of the density Acceptance Criteria.

120-8.2.2 Box Culverts: For box culverts over which pavement is to be constructed, compact around the structure to an elevation not less than 12 inches above the top of the structure, using rapid-striking mechanical tampers.

120-8.2.3 Other Limited Areas: Compact in other limited areas using mechanical tampers or approved hand tampers, until the cover over the structure is at least 12 inches thick. When hand tampers are used, deposit the materials in layers not more than 4 inches thick using hand tampers suitable for this purpose with a face area of not more than 100 in². Take special precautions to prevent any wedging action against the masonry, and step or terrace the slope bounding the excavation for abutments and wingwalls if required by the Engineer.

120-8.2.4 Culverts and Piers: Backfill around culverts and piers on both sides simultaneously to approximately the same elevation.

120-8.2.5 Compaction Under Wet Conditions: Where wet conditions do not permit the use of mechanical tampers, compact using hand tampers. Use only A-3 material for the hand tamped portions of the backfill. When the backfill has reached an elevation and condition such as to make the use of the mechanical tampers practical, perform mechanical tamping in such manner and to such extent as to transfer the compaction force into the sections previously tamped by hand.

120-8.3 Additional Requirements for Pipe 15 Inches Inside Diameter or Greater:

120-8.3.1 General: Trenches for pipe may have up to four zones that must be backfilled.

Lowest Zone: The lowest zone is backfilled for deep undercuts up to within 4 inches of the bottom of the pipe.

Bedding Zone: The zone above the Lowest Zone is the Bedding Zone. Usually it will be the backfill which is the 4 inches of soil below the bottom of the pipe. When rock or other hard material has been removed to place the pipe, the Bedding Zone will be the 12 inches of soil below the bottom of the pipe.

Cover Zone: The next zone is backfill that is placed after the pipe has been laid and will be called the Cover Zone. This zone extends to 12 inches above the top of the pipe. The Cover Zone and the Bedding Zone are considered the Soil Envelope for the pipe.

Top Zone: The Top Zone extends from 12 inches above the top of the pipe to the base or final grade.

120-8.3.2 Material:

120-8.3.2.1 Lowest Zone: Backfill areas undercut below the Bedding Zone of a pipe with coarse sand, or other suitable granular material, obtained from the grading operations on the project, or a commercial material if no suitable material is available.

120-8.3.2.2 Soil Envelope: In both the Bedding Zone and the Cover Zone of the pipe, backfill with materials classified as A-1, A-2, or A-3. Material classified as A-4 may be used if the pipe is concrete pipe.

120-8.3.2.3 Top Zone: Backfill the area of the trench above the soil envelope of the pipe with materials allowed on Design Standard, Index No. 505.

120-8.3.3 Compaction:

120-8.3.3.1 Lowest Zone: Compact the soil in the Lowest Zone to approximately match the density of the soil in which the trench was cut.

120-8.3.3.2 Bedding Zone: If the trench was not undercut below the bottom of the pipe, loosen the soil in the bottom of the trench immediately below the approximate middle third of the outside diameter of the pipe.

If the trench was undercut, place the bedding material and leave it in a loose condition below the middle third of the outside diameter of the pipe. Compact the outer portions to meet the density requirements of the Acceptance Criteria. Place the material in lifts no greater than 6 inches (compacted thickness).

120-8.3.3.3 Cover Zone: Place the material in 6 inches layers (compacted thickness), evenly deposited on both sides of the pipe, and compact with mechanical tampers suitable for this purpose. Hand tamp material below the pipe haunch that cannot be reached by mechanical tampers. Meet the requirements of the density Acceptance Criteria.

120-8.3.3.4 Top Zone: Place the material in layers not to exceed 12 inches in compacted thickness. Meet the requirements of the density Acceptance Criteria.

120-8.3.4 Backfill Under Wet Conditions: Where wet conditions are such that dewatering by normal pumping methods would not be effective, the procedure outlined below may be used when specifically authorized by the Engineer in writing.

Granular material may be used below the elevation at which mechanical tampers would be effective, but only material classified as A-3. Place and compact the material using tampers or hand tampers until the backfill reaches an elevation such that its moisture content will permit the use of mechanical tampers. When the backfill has reached such elevation, use normally acceptable backfill material. Compact the material using mechanical tampers in such manner and to such extent as to transfer the compacting force into the material previously tamped by hand.

120-9 Acceptance Program.

120-9.1 Density over 105%: When a computed dry density results in a value greater than 105% of the applicable Proctor maximum dry density, the Engineer will perform a second density test within 5 feet. If the second density results in a value greater than 105%, investigate the compaction methods, examine the applicable Maximum Density and material description. If necessary, the Engineer will test an additional sample for acceptance in accordance with AASHTO T 99, Method C.

120-9.2 Maximum Density Determination: The Engineer will determine the maximum density and optimum moisture content by sampling and testing the material in accordance with the specified test method listed in 120-9.3.

120-9.3 Density Testing Requirements: Compliance with the requirements of 120-9.5 will be determined in accordance FM 1-T 238. The in-place moisture content will be determined for each density in accordance with FM 5-507 (Determination of Moisture Content by Means of a Calcium Carbide Gas Pressure Moisture Tester), or ASTM D 4643 (Laboratory Determination of Moisture Content of Granular Soils By Use of a Microwave Oven).

120-9.4 Soil Classification: The Engineer will perform soil classification tests in accordance with AASHTO T-88, and classify soils in accordance with AASHTO M-145 (Standard Specification for Classification of Soils and Soil-Aggregate Mixtures for Highway Construction Purposes) in order to determine compliance with embankment utilization requirements.

120-9.5 Acceptance Criteria: The Engineer will accept a minimum density in accordance with 120-7.2 with the following exceptions:

- 1) embankment constructed by the hydraulic method as specified in 120-6.3;
- 2) material placed outside the standard minimum slope as specified in 120-6.2.4;
- 3) other areas specifically excluded herein.

120-9.6 Frequency: The Engineer will conduct sampling and testing at a minimum frequency listed in the table below.

Test Name	Frequency
Maximum Density	One per soil type
Density	1 per 500' RDWY (Alt Lift)
Soil Classification	One per Maximum Density

120-10 Maintenance and Protection of Work.

While construction is in progress, maintain adequate drainage for the roadbed at all times. Maintain a shoulder at least 3 feet wide adjacent to all pavement or base construction in order to provide support for the edges.

Maintain and protect all earthwork construction throughout the life of the Contract, and take all reasonable precautions to prevent loss of material from the roadway due to the action of wind or water. Repair any slides, washouts, settlement, subsidence, or other mishap which may occur prior to final acceptance of the work. Maintain all channels excavated as a part of the Contract work against natural shoaling or other encroachments to the lines, grades, and cross-sections shown in the plans, until final acceptance of the project.

120-11 Construction.

120-11.1 Construction Tolerances: Shape the surface of the earthwork to conform to the lines, grades, and cross-sections shown in the plans. In final shaping of the surface of earthwork, maintain a tolerance of 0.3 foot above or below the plan cross-section with the following exceptions:

1. Shape the surface of shoulders to within 0.1 foot of the plan cross-section.
2. Shape the earthwork to match adjacent pavement, curb, sidewalk, structures, etc.
3. Shape the bottom of ditches so that the ditch impounds no water.
4. When the work does not include construction of base or pavement, shape the entire roadbed (shoulder point to shoulder point) to within 0.1 foot above or below the plan cross-section.

Ensure that the shoulder lines do not vary horizontally more than 0.3 foot from the true lines shown in the plans.

120-11.2 Operations Adjacent to Pavement: Carefully dress areas adjacent to pavement areas to avoid damage to such pavement. Complete grassing of shoulder areas prior to placing the final wearing course. Do not manipulate any embankment material on a pavement surface.

When shoulder dressing is underway adjacent to a pavement lane being used to maintain traffic, exercise extreme care to avoid interference with the safe movement of traffic.

120-12 Method of Measurement.

120-12.1 Excavation: Excavation will be paid for by volume, in cubic yards, calculated by the method of average end areas, unless the Engineer determines that another method of calculation will provide a more accurate result. The material will be measured in its original

position by field survey or by photogrammetric means as designated by the Engineer. Measurement for payment will include the excavation of unsuitable material, lateral ditch excavation, channel excavation, and excavation for structures and pipe. Payment will not be made for excavation or embankment beyond the limits shown in the plans or authorized by the Engineer.

120-12.2 Embankment: Measurement will be made on a loose volume basis, as measured in trucks or other hauling equipment at the point of dumping on the road. Payment will not be made for embankment beyond the limits shown in the plans or authorized by the Engineer.

120-13 Basis of Payment.

120-13.1 General: Prices and payments for the work items included in this Section will be full compensation for all work described herein, including excavating, dredging, hauling, placing, and compacting; dressing the surface of the earthwork; and maintaining and protecting the complete earthwork.

120-13.2 Excavation: The total quantity of all excavation specified under this Section will be paid for at the Contract unit price for Excavation. No payment will be made for the excavation of any materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials excavated outside the lines and grades given by the Engineer, unless specifically authorized by the Engineer.

120-13.3 Embankment: The total quantity of embankment specified in this Section will be paid for at the Contract unit price for embankment. No payment will be made for materials which are used for purposes other than those shown in the plans or designated by the Engineer. No payment will be made for materials placed outside the lines and grades given by the Engineer.

END OF SECTION

**SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM).
(REV 1-26-15) (FA 1-29-15)**

**SECTION 334
SUPERPAVE ASPHALT FOR LAP (OFF-SYSTEM)**

334-1 Description.

334-1.1 General: Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories: Construction of asphalt pavement will fall into one of the following work categories:

334-1.2.1 Asphalt Work Category 1: Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2: Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3: Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types: Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types			
Asphalt Work Category	Mix Types	Traffic Level	ESALs (millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification: The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5 9.5 mm
Type SP-12.5, FC-12.5 12.5 mm

334-1.5 Thickness: The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

$$\text{Spread rate (lbs/yd}^2\text{)} = t \times G_{mm} \times 43.3$$

where: t = Thickness (in.) (Plan thickness or individual layer thickness)
 G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses: Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5 3/4 to 1-1/2 inches

Type SP-12.5, FC-12.5 1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements: The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as specified above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5 3/8 to 2 inches

Type SP-12.5 1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the contract documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture: The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials.

334-2.1 Superpave Asphalt Binder: Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate: Use aggregate capable of producing a quality pavement.

For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica

material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,
2. A combination of up to 20% RAP and the remaining fine aggregate from other sources.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: <ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf>.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material:

334-2.3.1 General requirements: RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.
2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.
3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.
4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization: Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP: Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	Asphalt Binder Grade
0 - 15	PG 67-22
16 - 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture.

334-3.1 General: Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate

fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design:

334-3.2.1 General: Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component materials, including asphalt binder to a laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is:

<http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm>.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements: Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification: Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction: Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements	
Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria: Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. N_{initial} and N_{maximum} requirements are not applicable.

334-3.2.5 Moisture Susceptibility: Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If

necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information: In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).
2. The source and description of the materials to be used.
3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).
4. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.
5. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.
6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.
7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.
9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.
10. The name of the mix designer.
11. The ignition oven calibration factor.
12. The warm mix technology, if used.

334-4 Process Control.

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and roadway to control the process.

334-5 General Construction Requirements.

334-5.1 Weather Limitations: Do not transport asphalt mix from the plant to the roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations:

334-5.2.1 General: Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base materials are properly primed and all asphalt base materials are properly tacked, prior to paving.

<p>334-5.2.2 Air Temperature: Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The</p>
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minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor. Table 334-4 Ambient Air Temperature Requirements for Paving	
Layer Thickness or Asphalt Binder Type	Minimum Temperature (°F)
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature: Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving:

334-5.5.1 Cleaning: Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses: As shown in the plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application over Surface Treatment: Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

334-5.5.4 Tack Coat: Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates		
Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate

		(gal/yd ²)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture:

334-5.6.1 Alignment of Edges: With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions: Immediately cease transportation of asphalt mixtures from the plant when rain begins at the roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer: Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work: In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing: Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control: Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses:

334-5.7.1 Patching Depressions: Before spreading any leveling course, fill all depressions in the existing surface as shown in the plans.

334-5.7.2 Spreading Leveling Courses: Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application: When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction: For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints.

334-5.9.1 Transverse Joints: Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15 foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints: For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements: Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the roadway cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope: Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15 foot manual and a 15 foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing:

334-5.10.3.1.1 Acceptance Testing: Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer: At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement: Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture.

334-6.1 General: The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.
2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.
3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor: On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor: On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data

documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements: Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{.8} and P_{.200}) and asphalt binder content (P_b). Measure the roadway density with 6 inch diameter roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the roadway density in accordance with FDOT Method FM 1-T 166. The minimum roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	Tolerance
Asphalt Binder Content (percent)	Target \pm 0.55
Passing No. 8 Sieve (percent)	Target \pm 6.00
Passing No. 200 Sieve (percent)	Target \pm 2.00
Roadway Density (daily average)	Minimum 90.0% of G _{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer: On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{.8} and P_{.200}) and asphalt binder content (P_b). The mixture will be accepted on the roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions: When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual

inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement.

For the work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment.

334-8.1 General: Price and payment will be full compensation for all the work specified under this Section.

END OF SECTION

CONCRETE FOR LAP (OFF-SYSTEM).

(REV 12-20-11) (FA 2-27-12)

SECTION 344 CONCRETE FOR LAP (OFF-SYSTEM)

102-8.6 344-1 Description.

344-1 General: Construct concrete based on the type of work as described in the Contract and the concrete work categories as defined below.

344-1.2 Work Categories: Construction will fall into one of the following concrete work categories:

344-1.2.1 Concrete Work Category 1: Includes the construction of sidewalks, curb and gutter, ditch and slope pavement, or other non-reinforced cast-in-place elements.

344-1.2.2 Concrete Work Category 2: Includes the construction of precast concrete including concrete barriers, traffic railing barriers, parapets, sound barriers, inlets, manholes, junction boxes, pipe culverts, storm sewers, box culverts, prestressed concrete poles, concrete bases for light poles, highway sign foundations, retaining wall systems, traffic separators or other structural precast elements.

344-1.2.3 Concrete Work Category 3: Includes the work associated with the placement and/or construction of structural cast-in-place concrete meeting the requirements of this section.

102-8.7 344-2 Materials.

344-2.1 General: Use concrete composed of a mixture of Portland cement, aggregates, and water, with or without chemical or mineral admixtures that meet the following requirements:

344-2.1.1 Portland Cement: Portland cements meeting the requirements of AASHTO M-85 or ASTM C-150 is required. Different brands of cement, cement of the same brand from different facilities or different types of cement shall be stored separately and shall not be mixed.

344-2.1.2 Coarse and Fine Aggregates: Aggregates shall meet ASTM C 33. Source approval by the FDOT is not required.

344-2.1.3 Water: Water shall meet the requirements of ASTM C 1602.

344-2.1.4 Chemical Admixtures: Chemical admixtures shall be listed on the FDOT Qualified Products List. Admixtures may be added at the dosage rates recommended by the manufacturer.

344-2.1.5 Pozzolans and Slag: Pozzolans and Slag shall meet the requirements of Table 344-1. Fly ash shall not include the residue resulting from the burning of municipal garbage or any other refuse with coal, or the burning of industrial or municipal garbage in incinerators.

Table 344-1		
Type or Class	Test Method	Exceptions
Class C Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Class F Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.
Petroleum Coke Class F	ASTM C 618	Not to be used with Types IP or IS cements.
Bark Ash Class F	ASTM C 618	Not to be used with Types IP or IS cements.

Silica Fume	ASTM C 1240	
Metakaolin	ASTM C 618	
Slag	ASTM C 989	Use only ground granulated blast-furnace slag grade 100 or 120.
Ultra Fine Fly Ash	ASTM C 618	Not to be used with Types IP or IS cements.

102-8.8 344-3 Production, Mixing and Delivery of Concrete.

344-3.1 Concrete Production Requirements:

344-3.1.1 Category 1: Use a concrete production facility that is certified by the National Ready Mixed Concrete Association (NRMCA) or listed on the FDOT list of non-structural concrete producers. Concrete production facilities listed on the FDOT Producers with Accepted QC Programs list for structural concrete may also be used for Category 1.

344-3.1.2 Category 2: Use a prestressed and or precast facility listed on the FDOT Producers with Accepted QC Programs for precast or prestressed concrete.

344-3.1.3 Category 3: Use a structural concrete facility listed on the FDOT Producers with Accepted QC Programs for structural concrete.

344-3.2 Classes of Concrete: Meet the requirements of Table 344-2.

Table 344-2						
Class	Minimum Strength (28 day) (psi)	Target Slump (inches)	Target Range (inches)	Air Content Range (%)	Minimum Total Cementitious Materials Content (lb/yd ³)	Maximum Water to Cementitious Material Ratio (lb/lb)
Category 1						
Class NS	2,500	N/A	N/A	N/A	N/A	N/A
Category 3						
I	3,000	3	± 1.5	1.0 to 6.0	470	0.53
I (Pavement)	3,000	2	± 1.5	1.0 to 6.0	470	0.50
II	3,400	3	± 1.5	1.0 to 6.0	470	0.53
II (Bridge Deck)	4,500	3	± 1.5	1.0 to 6.0	611	0.44
III	5,000	3	± 1.5	1.0 to 6.0	611	0.44
III (Seal)	3,000	8	± 1.5	1.0 to 6.0	611	0.53
IV	5,500	3	± 1.5	1.0 to 6.0	658	0.41
IV (Drilled Shaft)	4,000	8.5	± 1.5	0.0 to 6.0	658	0.41
V (Special)	6,000	3	± 1.5	1.0 to 6.0	752	0.37
V	6,500	3	± 1.5	1.0 to 6.0	752	0.37
VI	8,500	3	± 1.5	1.0 to 6.0	752	0.37

344-3.3 Contractors Quality Control: For Categories 1 and 2, assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times.

For Category 3, furnish a Quality Control (QC) plan to identify to the Engineer how quality will be ensured at the project site. During random inspections, the Engineer will use this document to verify that the construction of the project is in agreement with the QC plan.

344-3.4 Concrete Mix Design: Before producing any Category 1 or Category 2, submit the proposed mix designs to the Engineer on a form provided by the Engineer. For Category 3, submit to the Engineer for approval, FDOT approved mix designs. Do not use concrete mix designs without prior approval of the Engineer.

Materials may be adjusted provided that the theoretical yield requirement of the approved mix design is met. Show all required original approved design mix data and batch adjustments on an Engineer approved concrete delivery ticket.

344-3.5 Delivery: For Category 3, the maximum allowable transit time of concrete is 90 minutes.

Furnish a delivery ticket on a form approved by the Engineer with each batch of concrete before unloading at the placement site. Record material quantities incorporated into the mix on the delivery ticket. Ensure that the Batchers responsible for producing the concrete signs the delivery ticket certifying that the batch was produced and delivered in accordance with these requirements. Sign the delivery ticket certifying that the concrete was placed in accordance with these requirements.

344-3.6 Placing Concrete:

344-3.6.1 Concreting in Cold Weather: Do not mix or place concrete when the air temperature at placement is below 45°F.

During the curing period, if NOAA predicts the ambient temperature to fall below 35°F for 12 hours or more or to fall below 30°F for more than 4 hours, enclose the structure in such a way that the air temperature within the enclosure can be kept above 50°F for a period of 3 days after placing the concrete or until the concrete reaches a minimum compressive strength of 1,500 psi.

Assume all risks connected with the placing and curing of concrete. Although the Engineer may give permission to place concrete, the Contractor is responsible for satisfactory results. If the placed concrete is determined to be unsatisfactory, remove, dispose of, and replace the concrete at no expense to the Agency.

344-3.6.2 Concreting in Hot Weather: For Category 3, hot weather concreting is defined as the production, placing and curing of concrete when the concrete temperature at placing exceeds 86°F but is less than 100°F.

Unless the specified hot weather concreting measures are in effect, reject concrete exceeding 86°F at the time of placement. Regardless of special measures taken, reject concrete exceeding 100°F. Predict the concrete temperatures at placement time and implement hot weather measures to avoid production shutdown.

344-3.7 Mixers: For Category 3 concrete, do not place concrete from a truck mixer that does not have a current FDOT mixer identification card.

344-3.8 Small Quantities of Concrete: With approval of the Engineer, small quantities of concrete, less than 3 cubic yards placed in one day and less than 0.5 cubic yards placed in a single placement may be accepted using a pre-bagged mixture. The Engineer may verify that the pre-bagged mixture is prepared in accordance with the manufacturer's recommendations and will meet the requirements of this Specification.

344-3.9 Sampling and Testing:

344-3.9.1 Category 1: The Engineer may sample and test the concrete to verify its quality. The minimum 28 day compressive strength requirement for this concrete is 2,500 psi.

344-3.9.2: Category 2: No sampling and testing is required for category 2.

344-3.9.3 Category 3: The Engineer will randomly select a sample from each 200 cubic yards or one day's production to determine plastic properties and to make three 4 x 8 inch cylinders for testing by the Engineer at 28 days to ensure that the design compressive strength has been met for the class of concrete as specified in Table 344-2.

344-3.10 Records: Ensure the following records are available for review for at least 3 years after final acceptance of the project:

1. Approved concrete mix designs.
2. Materials source (delivery tickets, certifications, certified mill test reports).
3. A copy of the scale company or testing agency report showing the observed deviations from quantities checked during calibration of the scales and meters.
4. A copy of the documentation certifying the admixture weighing/measuring devices.

102-8.9 344-4 Acceptance of the Work.

344-4.1 Category 1 Work: Category 1 work will be accepted based on certification by the batcher and contractor on the delivery ticket.

344-4.2 Category 2 Work: Certify that the precast elements were produced by a production facility on the FDOT's list of Producers with Accepted QC Programs for precast or prestressed concrete. In addition, the producer's logo shall be stamped on the element. The producer shall not use the Florida Department of Transportation QC stamp on elements used on this project. Provide a statement of certification from the manufacturer of the precast element that the element meets the requirements of this Specification.

344-4.3 Category 3 Work: Category 3 concrete will be accepted based on the Engineer's test results for plastic properties and compressive strength requirements for the class of concrete as defined in Table 344-2. In addition, a Delivery Ticket as described in 344-3.5 will be required for acceptance of the material at the project site.

344-4.4 Small Quantities of Concrete: Category 3 concrete meeting the definition of 344-3.8 will be accepted in accordance with 344-4.3 based on test results for plastic properties and compressive strength.

102-8.10 344-5 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

102-8.11 344-6 Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION

LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM).

(REV 4-5-11) (FA 4-15-11)

102-8.12 SECTION 580

LANDSCAPE INSTALLATION FOR LAP (OFF-SYSTEM)

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans.

The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during any designated plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefor, and accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Water used in landscaping operations may be obtained from any approved source. Ensure that water is free of any substance which might be detrimental to plant growth. The use of effluent water is subject to approval and must meet all Federal, State and Local requirements.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1 1/2 inches or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with, or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch diameter and smaller than 2 inches diameter with a 2 by 2 inch stake, set at least 2 feet in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches caliper and smaller than 3 1/2 inches caliper with two 2 by 4 inch stakes, 8 feet long, set 2 feet in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch stakes, driven into the ground such that the top of the stake is at least 3 inches below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap

under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches over the entire area of the backfilled hole or bed within two days after the planting. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period.

If the Contract Documents designate a Plant Establishment Period, assume responsibility for the proper maintenance, survival and condition of all landscape items during such period at no additional cost.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION



Town of Miami Lakes Memorandum

To: Honorable Mayor & Councilmembers
From: Alex Rey, Town Manager
Subject: Recommendation to Award a Contract for Design Services for Miami Lakes Optimist Park, RFQ No. 2018-06
Date: 4/3/2018

Recommendation:

It is recommended that the Town Council authorize the Town Manager to award a contract to Bermello Ajamil & Partners, Inc. ("Bermello"), the highest-ranked proposer, to provide the Design Services for Miami Lakes Optimist Park in an amount not to exceed \$470,000.00, which includes Bermello's proposal price of \$372,498.63, the price of two optional surveys at \$53,081.00, and an additional contingency amount of \$44,420.37 (approximately 10%) for unforeseen circumstances. Funds are budgeted for this project in the Capital Projects fund for FY 2018.

Background:

In 2003, the Town Council approved a master plan for redevelopment of the Miami Lakes Optimist Park, the Town's largest active park, into a state-of-the-art recreational complex. The project consists of re-configuring the baseball fields and open space areas; a new concession and bathroom facility; new, state-of-the-art, energy efficient sports field lighting; redeveloping the tennis and basketball courts; an airnasium; adding new park amenities such as seating areas and water fountains; a potential telecommunications tower; and a walking path with exercise stations throughout the park. The estimated project cost is \$4 million.

The design firm selected for award will assist in the planning, design, and implementation of the Project. Duties under the contract include providing analysis of the project, design documents, construction documents, permitting assistance, bid assistance, and construction administration services throughout the implementation of the Project.

The Town issued Request for Qualifications ("RFQ") 2018-06 for Design Services for Miami Lakes Optimist Park on November 27, 2017. The RFQ was advertised in the Miami Daily Business Review, posted to DemandStar, Public Purchase, and posted in the Government Center Lobby.

To qualify for award, prospective Proposers were required to:

1. Be a Design firm licensed to provide Architectural or Landscape Architecture Services in the State of Florida;
2. Have employed, or subcontract with, personnel licensed to provide Engineering Services in the State

of Florida;

3. Possess a minimum of five (5) years of experience performing similar design work; and
4. Provide verifiable client references demonstrating successful completion of at least three (3) park design and/or sports/athletic field design projects of a similar size, scope, and complexity with a total project amount of \$3,500,000 or more in the past seven (7) years.

On the date of the proposal deadline, January 12, 2018, we received eight (8) proposals from the following Proposers:

1. Bermello Ajamil & Partners, Inc. (“Bermello”)
2. BG Design Studios, Inc. (“BG”)
3. CPH, Inc. (“CPH”)
4. Wolfberg, Alvarez & Partners, Inc. (“WAP”)
5. Miller Legg, Inc. (“Miller”)
6. Gili-McGraw Architects, LLP. (“Gili-McGraw”)
7. Kimley-Horn & Associates, Inc. (“KHA”)
8. BEA Architects, Inc. (“BEA”)

An Evaluation Committee was appointed, comprised of the following members:

1. Tony Lopez, Chief of Operations, Town of Miami Lakes
2. Barbara Hernandez, Parks & Recreation Director, City of Doral
3. Don Decker, Director of Parks & Recreation, City of Weston
4. George Navarette, Former Director of Miami-Dade County Parks, Recreation, and Open Spaces

Procurement performed a due diligence review of the proposals for responsiveness and found that four proposals failed to meet the minimum qualifications. The proposals received from BG, WAP, Miller, and Gili-McGraw did not include the requisite number of client references and were deemed non-responsive. The review of the remaining proposals did not reveal any material defects with the proposals, nor with the Proposers’ qualifications. Each Proposer has been in business for more than five years, they are appropriately licensed to do the work, and provided references for at least three projects of similar size and character. Procurement did not find any issues that would indicate any of the remaining Proposers were incapable of performing the Work.

The Evaluation Committee (“Committee”) was provided the responsive proposals and met on January 29, 2018, to evaluate and rank the proposals. At the conclusion of this meeting, the Evaluation Committee moved to establish the following ranking:

1. Bermello – 361 points
2. KHA – 352 points
3. CPH – 329 points
4. BEA – 306 points

Bermello, the highest-ranked Proposer, is a large multi-disciplinary firm with over 25 years of experience providing architectural services to many governmental agencies throughout South Florida. The firm has prior experience working with the Town as an architectural consulting firm for the last five years, providing design work on several parks and open space areas such as the dog recreation area, the 77th Court Beautification Project, and the Town’s Beautification Master Plan.

The Committee scored Bermello’s Proposal was highly due to its extensive experience with park design projects, the proposed team of professionals, and its specialized technical approach. Their proposal included large park design projects for Pompano Beach, Doral, and Homestead, which were of similar size and character to the redesign of Miami Lakes Optimist Park. The Committee felt that the projects included in Bermello’s Proposal demonstrated more readily transferable experience that could be applied to the Town’s project.

Bermello's project team was also a key highlight in their proposal. The team shares more than 579 years of experience between its 22 members, most of which is specialized in critical aspects of park design. The team includes several architects, landscape architects, engineers, sports lighting experts, irrigation experts, certified arborists, and other specialties unique to park design projects. Specifically, their proposed architect-of-record, Mr. Todd Osborn is LEED-certified and has extensive experience in parks, green space, and athletic facility design projects. The Committee noted that Bermello's team clearly demonstrated a firm understanding of the project and the work that it will entail.

Finally, Bermello's technical approach was more uniquely tailored to the Town's project. The technical approach went into great detail on several design goals or processes that are likely to arise during project implementation such as environmental/sustainable design elements, value engineering and cost control, coordination with the permitting process, responsiveness to the Town, context sensitive design, and utilizing the latest technology for better design. The Committee felt that the technical approach presented in Bermello's Proposal was much more catered and specific to the Town's needs for this project.

The proposed project schedule from Bermello anticipates final completion of the project at ninety (90) weeks after a notice to proceed is issued. Excluding the time for construction administration, the Town will have 100% Permitted Construction Documents forty-six (46) weeks after a notice to proceed is issued, approximately April of 2019. The estimates project schedule is included below for reference.

Task	Description	Duration	Estimated Delivery Date
Task 1.0	Kick Off Data Collection	3 Weeks	NTP + 3 Weeks
	Town Review	1 Week	NTP + 4 Weeks
Task 2.0	Schematic Design	4 Weeks	NTP + 8 Weeks
	Town Review	1 Week	NTP + 9 Weeks
Task 3.0	Design Development	4 Weeks	NTP + 13 Weeks
	Town Review	1 Week	NTP + 14 Weeks
Task 4.0	Construction Documents	10 Weeks	NTP + 24 Weeks
	Town Review (at 50% & 90%)	2 Weeks	NTP + 26 Weeks
Task 5.0	Permit Review	20 Weeks	NTP + 46 Weeks
Task 6.0	Bidding & Award	12 Weeks	NTP + 58 Weeks
Task 7.0	Construction Administration	32 Weeks	NTP + 90 Weeks

The work performed by Bermello will aid the Town in assessing its revenue generating opportunities for the project, including the telecommunication tower and the energy efficiency savings for the field lightings, as well as, refining the opinion of probable cost for the project.

ATTACHMENTS:

Description

Resolution

B&A Submittal

RESOLUTION NO. 18-_____

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.

WHEREAS, the Town of Miami Lakes (the “Town”) approved a master plan for redevelopment of the Miami Lakes Optimist Park into a state-of-the-art recreational complex (“Project”); and

WHEREAS, the Town requires a design firm to assist in the planning, design, and implementation of the Project; and

WHEREAS, the Town issued a Request for Qualifications (“RFQ”) No. 2018-06 on November 27, 2017, for Design Services on the Miami Lakes Optimist Park Project; and

WHEREAS, the Town received eight (8) bids on the date of the bid opening, four (4) of which were deemed non-responsive for failing to include the requisite client references to qualify for award; and

WHEREAS, an Evaluation Committee (“Committee”) was appointed, comprising of (1) Tony Lopez, Chief of Operations for the Town, (2) Barbara Hernandez, Parks & Recreation Director for the City of Doral, (3) Don Decker, Director of Parks & Recreation for the City of

Weston, and (4) George Navarette, Former Director of County Parks, Recreation, and Open Spaces for Miami-Dade County; and

WHEREAS, the Committee met on January 29, 2018 to evaluate the qualifications of each firm and establish a ranking of the responsive proposals; and

WHEREAS, the Committee has determined that Bermello Ajamil & Partners, Inc. (“Bermello”) is the firm most qualified to provide Design Services on the Miami Lakes Optimist Park Project; and

WHEREAS, the Town and Bermello negotiated a fee of \$425,579.63 for Design Services on the Miami Lakes Optimist Park Project, which includes Bermello’s proposal price for design services of \$372,498.63 and the price of two (2) optional surveys at \$53,081.00; and

WHEREAS, the Town Manager recommends the approval of a contract for Design Services on the Miami Lakes Optimist Park Project to Bermello in an amount not to exceed \$470,000.00, which includes Bermello’s proposal price of \$372,498.63, the price of two optional surveys at \$53,081.00, and a contingency amount of \$44,420.37 for unforeseen circumstances; and

WHEREAS, the Town Council approves the recommendations of the Town Manager and authorizes the Town Manager to enter into a contract with Bermello, for Design Services for the Miami Lakes Optimist Park Project, in an amount not to exceed \$470,000.00.

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 Contract.** The Town Council hereby approves the award of a contract to Bermello in substantially the form attached hereto as Exhibit “A” for Design Services for the Miami Lakes Optimist Park Project in an amount not to exceed \$470,000.00.

Section 3. **Authorization of Town Officials.** The Town Manager, his designee and the Town Attorney are authorized to take all steps necessary to implement the terms and conditions of the contract with Bermello for Design Services for the Miami Lakes Optimist Park Project.

Section 4. **Authorization of Fund Expenditure.** The Town Manager is authorized to expend budgeted funds to implement the terms and conditions of this Resolution and the contract with Bermello.

Section 5. **Execution of the Contract.** The Town Manager is authorized to execute the contract, in substantially the form attached hereto as Exhibit “A,” with Bermello in an amount not to exceed \$470,000.00 and to execute any extension and/or amendments to the contract, subject to approval as to form and legality by the Town Attorney.

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 Marilyn Ruano	_____
Councilmember Nelson Rodriguez	_____

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

Agreement
between the
Town of Miami Lakes
and
Bermello Ajamil & Partners, Inc.
for
Design Services for Miami Lakes Optimist Park,
RFQ 2018-06

**PROFESSIONAL SERVICES AGREEMENT
DESIGN SERVICES FOR THE
MIAMI LAKES OPTIMIST PARK PROJECT**

2018-06



The Town of Miami Lakes Council:

**Mayor Manny Cid
Vice Mayor Frank Mingo
Councilmember Luis Collazo
Councilmember Timothy Daubert
Councilmember Ceasar Mestre
Councilmember Nelson Rodriguez
Councilmember Marilyn Ruano**

Alex Rey, Town Manager
The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

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This Agreement made this ____ day of _____ in the year **2018** ("Agreement") by and between the Town of Miami Lakes, Florida, hereinafter called the "Town," and Bermello Ajamil & Partners, Inc., hereinafter called the "Consultant."

RECITALS

A. WHEREAS, the Town issued a Request for Qualifications ("RFQ") 2018-06 on November 6, 2017 for the provision of architectural and engineering design services ("Services") for the Miami Lakes Optimist Park project, and received Consultant's proposal ("Proposal") in response thereto, was selected as one of the most qualified for the provision of said Services. The RFQ, the Consultant's Proposal, and Consultant's subsequent Work Order Proposal are expressly incorporated into and made a part of this Agreement as if set forth in full.

B. WHEREAS, the Town, through action of the Town Manager or the Town Commission, as applicable, has selected the Consultant in accordance with Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act), and the applicable provisions of the Town Procurement Ordinance, to provide the professional services as described herein.

WITNESSETH, that the Town and the Consultant, for the considerations herein set forth, agree as follows:

SECTION A - GENERAL TERMS AND CONDITIONS

A1 DEFINITIONS

A1.01 Additional Services

"Additional Services" mean any Work defined as such in this Agreement, secured in compliance with Florida Statutes and Town Code.

A1.02 Attachments

"Attachments" mean the Attachments to this Agreement which are expressly incorporated by reference and made a part of this Agreement as if set forth in full.

A1.03 Base Fee

"Base Fee" means the amount of compensation mutually agreed upon for the completion of the Services under this Agreement.

A1.04 Basic Services

"Basic Services" means those services designated as such in a Work Order.

A1.05 Consultant

"Consultant" means the individual, partnership, corporation, association or any combination thereof, of properly registered professional architects, or engineers, which has entered into the Agreement to provide professional services to the Town.

A1.06 Contractor

“Contractor” means an individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the Town for construction

A1.07 Errors

“Errors” means items in the plans, specification or other documents prepared by the Consultant that are shown incorrectly, which results in a change to the Services or results in the need for the construction contractor to perform rework or additional work or which causes a delay to the completion of construction.

A1.08 Errors and Omissions

“Errors and Omissions” means design deficiencies in the plans, specification or other documents prepared by the Consultant, which must be corrected in order for the project to function or be built as intended.

A1.09 Final Acceptance

“Final Acceptance” means the acceptance of the plans, specification or other documents prepared by the Consultant by the Town, which will occur after the Town have reviewed the plans, specification or other documents and confirmed that the plans, specification or other documents incorporates all of the requirements of the Services and any comments previously provided by the Town.

A1.10 Inspector

“Inspector” means an employee or representative of the Town assigned by the Town to make observations of work performed by a Contractor.

A1.11 Notice to Proceed

“Notice to Proceed” means same as “Authorization to Proceed.” A duly authorized written letter or directive issued by the Town Manager or Procurement Manager acknowledging that all conditions precedent have been met or directing that Consultant may begin performing the Services.

A1.12 Omissions

“Omissions” means details of information are missing from the plans, specification or other documents prepared by the Consultant, which are necessary for the proper and safe completion of the Project.

A1.13 Project Manager

“Project Manager” means an employee or representative of the Town assigned by the Town Manager to manage and monitor the Services to be performed under this Agreement.

A1.14 Professional Services

“Professional Services” means those services within the scope of the practice of professional engineering, or registered surveying and mapping, as applicable, as defined by the laws of the State of Florida, or those performed by any professional engineer or registered surveyor or mapper in connection with his or her professional employment or practice. These services may be abbreviated herein as “engineering services” or “professional services”, as applicable, which are within this definition.

A1.15 Professional Services Agreement (“Agreement” or “PSA”)

“Professional Services Agreement,” “Agreement,” or “PSA” means this Agreement and all attachments and any authorized amendments thereto. In the event of a conflict between the Request for Qualifications (“RFQ”) and the Consultant’s response thereto the RFQ will control. In the event of any conflict between

the Consultant's response to the RFQ and this PSA, this PSA will control. In the event of any conflict between this PSA and its attachments this PSA will control.

A1.16 Project

"Project" means the construction, alteration and/or repair, and all services and incidentals thereto, of a Town facility or property or other task/scope, as contemplated and budgeted by the Town. A Project will be further defined in the Scope of Services under the Agreement.

A1.17 Scope of Services or Services

"Scope of Services" or "Services" means a comprehensive description of the activities, tasks, design features, objectives, deliverables and milestones required for the completion of Project with sufficient detail to allow a reasonably accurate estimation of resources necessary for its completion.

A1.18 Subconsultant

"Subconsultant" means a person or organization of properly registered professional architects, engineers, registered surveyor or mapper, or other professional specialty that has entered into a written agreement with the Consultant to furnish specified Services for work to be completed under the Agreement.

A1.19 Town Council

"Town Council" means the legislative body of the Town of Miami Lakes.

A1.20 Town Manager

"Town Manager" means the duly appointed chief administrative officer of the Town of Miami Lakes or designee.

A1.21 Town or Owner

"Town" or "Owner" means the Town of Miami Lakes, Florida, a Florida municipal corporation, the public agency which is a party hereto and for which this Agreement is to be performed. In all respects hereunder, Town's performance is pursuant to Town's position as the Owner of the Project. In the event the Town exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, codes, laws and ordinances will be deemed to have occurred pursuant to Town's authority as a governmental body and will not be attributable in any manner to Town as a party to this Agreement. The Town of Miami will be referred to herein as "Town". For the purposes of this Agreement, "Town" without modification means the Town Manager.

A1.22 Wage Rates

"Wage Rates" means the effective direct expense to Consultant on an hourly rate basis, for employees in the specified professions and job categories assigned to provide services under this Agreement that justify and form the basis for professional fees regardless of actual manner of compensation.

A1.23 Work Order

"Work Order" means a document approved and issued by the Town authorizing the performance of specific Professional Services for a Project(s) or task(s) under this Agreement.

A1.24 Work Order Proposal

"Work Order Proposal" means a document prepared by the Consultant, at the request of the Town for Services to be provided by the Consultant.

A2 PERFORMANCE

A2.01 Performance and Delegation

The Services to be performed hereunder must be performed by the Consultant's own staff, unless otherwise provided in this Agreement, or approved, in writing by the Project Manager. Said approval will not be construed as constituting an agreement between the Town and said other person or firm and the Town assumes no liability or responsibility for any Subconsultant.

A2.02 Removal of Unsatisfactory Personnel

The Town Manager may make written request to Consultant for the prompt removal and replacement of any personnel employed or retained by the Consultant to provide and perform Services pursuant to the requirements of this Agreement. The Consultant must respond to the Town within seven (7) 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. All decisions involving personnel will be made by the Town. Such request will solely relate to said employees work under this Agreement.

A2.03 Consultant Key Staff

The parties acknowledge that Consultant was selected by the Town, in part, on the basis of qualifications of particular staff identified in Consultant's response to Town's solicitation, hereinafter referred to as "Key Staff". Consultant must ensure that Key Staff are available for Services hereunder as long as said Key Staff is in Consultant's employ. Consultant must obtain prior written acceptance of Project Manager to change Key Staff. Consultant must provide the Project Manager with such information as necessary to determine the suitability of proposed new Key Staff. The Project Manager will act reasonably in evaluating Key Staff qualifications. Such acceptance will not constitute any responsibility or liability for the individual's ability to perform.

A2.04 Time for Performance

The Consultant agrees to start all Services hereunder upon receipt of a Notice to Proceed or signed Work Order issued by the Town Manager and to complete each assignment, task or phase within the time stipulated in the Notice to Proceed or Work Order. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various assignments, tasks or phases may be granted by the Town Manager should there be a delay on the part of the Town in fulfilling its obligations under this Agreement as stated herein. Such extension of time will not be cause for any claim by the Consultant for extra compensation.

A2.05 E-Verify Requirements

This Project requires the Consultant to comply with the Department of Homeland Security E-Verify program. Consultant and any Subconsultants must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant or Subconsultant during the term of the Agreement.

Consultant must provide documentation from Homeland Security verifying a new employee's eligibility, for itself or its Subconsultant, prior to the employee performing any Services under the Agreement.

A3 STANDARD OF CARE

Consultant is solely responsible for the technical accuracy and quality of its services. Consultant must perform all services in compliance with Florida Administrative Code Rule 61G15-19.001(4) and section

471.033(1)(g) of the Florida Statutes. Consultant must perform due diligence, in accordance with best industry practices, in gathering information and inspecting a project site prior to the commencement of the Services. Consultant will be responsible for the professional quality, technical accuracy and coordination of all reports, design, drawings, specification, and other Services furnished by the consultant under this Agreement. Consultant must, without additional compensation, correct or revise any errors, omissions, or deficiencies in its reports, designs, drawings, specification or other Services. Consultant will also be liable for claims for delay costs, and any increased costs in construction, including but not limited to additional work, demolition of existing work, rework, etc., resulting from any errors, omissions, or deficiencies in its reports, designs, drawings, specification or other Services.

A4 SUBCONSULTANTS

A4.01 General

A4.01-1 A Subconsultant, as defined in Article A1.18, is a firm that was identified as part of the consulting team in the competitive selection process by which Consultant was chosen to perform the Services under this Agreement, and as such, is identified and listed in Schedule 1.

A4.01-2 A Specialty Subconsultant is a person or organization that has, with the consent of the Town Manager, entered into a written agreement with the Consultant to furnish unique or specialized professional services necessary for the Project(s) or task(s) described under Additional Services. Such Specialty Subconsultant will be in addition to those identified in Schedule 1.

A4.02 Subconsultant Relationships

A5.02-1 All Services provided by the Subconsultants must be performed pursuant to appropriate written agreements between the Consultant and the Subconsultants, which must contain provisions that preserve and protect the rights of the Town under this Agreement.

A5.02-2 Nothing contained in this Agreement creates any contractual or business relationship between the Town and any Subconsultants. The Consultant acknowledges that Subconsultants are entirely under its direction, control, supervision, retention or discharge.

A4.03 Changes to Subconsultants

The Consultant cannot add, modify, or change any Subconsultant listed in Schedule 1 without prior written approval by the Town Manager, in response to a written request from the Consultant stating the reasons for any proposed substitution.

A5 DEFAULT

A5.01 General

If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant will be in default. Upon the occurrence of a default hereunder the Town, in addition to all remedies available to it by law, may immediately, upon written notice to Consultant, terminate this Agreement whereupon all payments, advances, or other compensation paid by the Town to Consultant while Consultant was in default must be immediately returned to the Town. Consultant understands and agrees that termination of this Agreement under this section does not release Consultant from any obligation accruing prior to the effective date of termination.

In the event of termination due to default, in addition to the foregoing, Consultant will be liable to the Town for all expenses incurred by the Town in preparing and negotiating this Agreement, as well as all costs and expenses incurred by the Town in the re-procurement of the Services, including consequential

and incidental damages. In the event of default, Town may also suspend or withhold reimbursements from Consultant until such time as the actions giving rise to default have been cured.

A5.02 Conditions of Default

A finding of default and subsequent termination for cause may include, without limitation, any of the following:

A5.02-1 Consultant fails to obtain or maintain the required insurance.

A5.02-2 Consultant fails to comply, in a substantial or material sense, with any of its duties under this Agreement, with any terms or conditions set forth in this Agreement or in any agreement it has with the Town, beyond the specified period allowed to cure such default.

A5.02-3 Consultant fails to commence the Services within the time provided or contemplated herein, or fails to complete the Services in a timely manner as required by this Agreement.

A5.03 Time to Cure Default; Force Majeure

Town through the Town Manager or designee will provide written notice to Consultant as to a finding of default, and Consultant must take all necessary action to cure said default within time stipulated in said notice, after which time the Town may terminate the Agreement. The Town, at its sole discretion, may allow additional days to perform any required cure if Consultant provides written justification deemed reasonably sufficient.

Should any such failure on the part of Consultant be due to a condition of Force Majeure as the 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.

A6 TERMINATION OF AGREEMENT

A6.01 Town's Right To Terminate

The Town Manager has the right to terminate this Agreement for any reason or no reason, upon ten (10) days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents, including all electronic copies related to Services authorized under this Agreement, whether finished or not, must be turned over to the Town. The Consultant will be paid for the Services performed and accepted, provided that said documentation is turned over to Town Manager within ten (10) business days of termination. Failure to timely deliver the documentation will be cause to withhold any payments due without recourse by Consultant until all documentation is delivered to the Town Manager or designee.

Consultant will have no recourse or remedy from a termination made by the Town except to retain the fees earned as compensation for the Services that was performed in complete compliance with this Agreement, as full and final settlement of any claim, action, demand, cost, charge or entitlement it may have, or will, have against the Town, its officials or employees.

A6.02 Consultant's Right to Terminate

Consultant will have the right to terminate this Agreement, in writing, following breach by the Town, if the breach of the Agreement has not been corrected within sixty (60) days from the date of the Town's receipt of a written statement from Consultant specifying its breach of its duties under this Agreement.

A6.03 Termination Due to Undisclosed Lobbyist or Agent

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not

paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant 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, the Town has the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

A7 DOCUMENTS AND RECORDS

A7.01 Ownership of Documents

All tracings, drawings, specifications, maps, computer files, reports and any other documents prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, including all electronic digital copies are considered works made for hire and will, based on incremental transfer wherein the above will become the property of the Town upon payments made to Consultant or termination of this Agreement, without restriction or limitation on their use, and will be made available, on request, to the Town at any time during the performance of the Services or upon completion or termination of this Agreement. Consultant must not copyright any material and products or patent any invention developed under this Agreement. The Town has the right to visit the site where the Services are being provided at any time. The Consultant will be permitted to retain copies, including reproducible copies, solely for information and reference in connection with the Town's use and occupancy of the Project.

A7.02 Delivery Upon Request or Cancellation

Failure of the Consultant to promptly deliver all such documents, both hard copy and digital, to the Town Manager within ten (10) days of cancellation, or within ten (10) days of request by the Town Manager, will be just cause for the Town Manager to withhold payment of any fees due Consultant until Consultant delivers all such documents. Consultant will have no recourse from these requirements.

A7.03 Use by the Town

It is understood that all Consultant agreements and Work Orders for new work will include the provision for the re-use of plans and specifications, including construction drawings, at the Town's sole option, and by virtue of signing this Agreement the Consultant agrees to such re-use in accordance with this provision without the necessity of further approvals, compensation, fees or documents being required and without recourse for such re-use. The Consultant will not be liable for re-use by the Town of plans, documents, studies, or other data for any purpose other than that intended by the terms and conditions of this Agreement.

A7.04 Nondisclosure

To the extent allowed by law, Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without Town Manager's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the Services rendered by Consultant hereunder, and Consultant will require all of its employees and agents comply with the provisions of this paragraph.

A7.05 Maintenance of Records

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. Records subject to the provisions of Public Record Law, Florida Statutes Chapter 119, must be kept in accordance with statute. Otherwise, the records and documentation will be retained by

Consultant for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. Town, or any duly authorized agents or representatives of Town, has the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the three (3) year period noted above; provided, however such activity will be conducted only during normal business hours.

Upon completion of or termination of the Agreement the Consultant, as stated in Chapter 199.701 of the Florida Statutes, transfer, at no cost, to the Town all public records in possession of the Consultant related to the Agreement 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 Town in a format that is compatible with the information technology systems of the Town.

A8 INDEMNIFICATION

The Consultant must hold harmless, indemnify and defend the Town, its officials and employees from any and all claims, losses and causes of actions which may arise out of the performance of this Agreement as a result of any act of negligence or negligent omission, recklessness, or intentionally wrongful conduct of the Consultant. The Consultant must pay all claims and losses of any nature whatsoever in connection therewith and will defend all project related suits, in the name of the Town when applicable, and must pay all costs, including without limitation reasonable attorney's and appellate attorney's fees, and judgments which may issue thereon. The Consultant's obligation under this paragraph will not be limited in any way by the agreed upon Agreement price, or the Consultant's limit of, or lack of, sufficient insurance protection, and will apply to the full extent that it is caused by the negligence, act, omission, recklessness or intentional wrongful conduct of the Consultant, its agents, servants, or representatives.

A9 INSURANCE

The Consultant must not start Services under this Agreement until the Consultant has obtained all insurance required hereunder and the Town has approved such insurance.

A9.01 Companies Providing Coverage

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Town Manager. All companies must have a Florida resident agent and be rated at least A(X), as per A.M. Best Company's Key Rating Guide, latest edition.

A9.02 Verification of Insurance Coverage

The Consultant must furnish certificates of insurance to the Town Manager for review and approval prior to the execution of this Agreement. The Certificates must clearly indicate that the Consultant has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of award to the Consultant. Consultant must maintain coverage with equal or better rating as identified herein for the term of this Agreement. Consultant must provide written notice to the Town Manager of any material change, cancellation or notice of non-renewal of the insurance within 30 days of the change. Consultant must furnish a copy of the insurance policy or policies upon request of the Town Manager within ten (10) days of written request.

A9.03 Forms of Coverage

A9.03-1 Commercial General Liability and Automobile Liability:

Consultant must maintain commercial general liability coverage with limits of at least \$500,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The coverage must include Premises and Operations, Contingent and Contractual Liability, and Products and Completed Operations, with additional endorsements, as applicable. Coverage must be written on a primary,

non-contributory basis with the Town listed as an additional insured as reflected by endorsement CG 2010 11/85 or its equivalence. Notice of cancellation is read (30) days/(10) days for nonpayment.

A9.03-2 Business Automobile:

The Consultant must provide business automobile liability coverage including coverage for all owned, hired and non-owned autos with a minimal combined single limit of \$300,000 naming the Town as an additional insured with respect to this coverage. Notice of cancellation should read (30) days/(10) days for nonpayment.

A9.03-3 Professional Liability Insurance:

The Consultant must maintain Professional Liability Insurance including Errors and Omissions coverage in the minimum amount of \$500,000 per claim, \$500,000 aggregate providing for all sums which the Consultant will be legally obligated to pay as damages for claims arising out of the Services performed by the Consultant or any person employed by the Consultant in connection with this Agreement. This insurance must be maintained for at least one year after completion of the construction and acceptance of the construction and acceptance of any project covered by this Agreement.

A9.03-4 Worker's Compensation Insurance:

Consultant must maintain Worker's Compensation Insurance in compliance with Florida Statutes, Chapter 440, as amended, and Employee's Liability with a minimum limit of \$500,000 each occurrence.

A9.03-5 Subconsultant's Compliance:

The Consultant must ensure that all Sub-consultants comply with these same insurance requirements.

A9.04 Modifications to Coverage

The Town Manager reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Consultant in accordance with Article 10.06 herein. Consultant must comply with such requests unless the insurance coverage is not then readily available in the national market, and may request additional consideration from Town accompanied by justification.

A10 MISCELLANEOUS

A10.01 Audit Rights

The Town reserves the right to audit the Consultant's accounts during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Town Manager, to approve any requests for payment by the Consultant.

A10.02 Entire Agreement

This Agreement, as it may be amended from time to time, represents the entire and integrated Agreement between the Town and the Consultant and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement 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 in accordance with the requirements of the Agreement. Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any subsequent or other breach of any provision of this Agreement.

A10.03 Successors and Assigns

The performance of this Agreement must not be transferred pledged, sold, delegated or assigned, in whole or in part, by the Consultant without the written consent of the Town Council or Town Manager, as applicable. It is understood that a sale of the majority of the stock or partnership shares of the Consultant, 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 requiring prior Town approval.

The Consultant's services are unique in nature and any transference without the prior written approval of the Town will be cause for the Town to terminate this Agreement. The Consultant will have no recourse from such cancellation. The Town may require bonding, other security, certified financial statements and tax returns from any proposed Assignee and the execution of an Assignment/Assumption Agreement in a form satisfactory to the Town as a condition precedent to considering approval of an assignment.

The Consultant and the Town each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

A10.04 Truth-In-Negotiation Certification

In compliance with the Consultant's Competitive Negotiation Act, for any Project to be compensated under the Lump Sum method, the Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of Notice to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the Town determines the project price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

A10.05 Applicable Law and Venue of Litigation

This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this Agreement, or arising out of this Agreement, must be brought in Miami-Dade County, Florida. Each party will bear its own attorney's fees except in actions arising out of Consultant's duties to indemnify the Town under Article A8, where Consultant must pay the Town's reasonable attorney's fees.

A10.06 Notices

Whenever either party desires to give written notice to the other relating to the Agreement, 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 of Miami:

Alex Rey
Town Manager
6601 Main Street
Miami, Florida 33014
reya@miamilakes-fl.gov

With a copy to:

Raul Gastesi
Town Attorney
6601 Main Street
Miami, Florida 33014
rgastesi@gastesi.com

For Consultant:
Kirk J. Olney, RLA
Project Manager
Bermello Ajamil & Partners, Inc.
2601 South Bayshore Drive,
Suite 1000,
Miami, Florida 33133
kolney@bermelloajamil.com

A10.07 Interpretation

The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement include the other gender, and the singular include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

A10.08 Joint Preparation

Preparation of this Agreement has been a joint effort of the Town and Consultant and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

A10.09 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 this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement will prevail over any document incorporated by reference and be given effect.

A10.10 Mediation - Waiver of Jury Trial

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the performance of the Services, the parties to this Agreement agree all disputes between them will be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Miami-Dade County, State of Florida. The parties will split the costs of a certified mediator on a 50/50 basis.

In an effort to expedite the conclusion of any litigation the parties voluntarily waive their right to jury trial or to file permissive counterclaims in any action arising under this Agreement.

A10.11 Compliance with Laws

Consultant must comply with all applicable laws, codes, ordinances, rules, regulations and resolutions including, without limitation, the Americans with Disabilities Act ("ADA"), as amended, and all applicable guidelines and standards in performing its duties, responsibilities, and obligations related to this Agreement. The Consultant represents and warrants that there will be no unlawful discrimination as provided by law in connection with the performance of this Agreement.

A10.11-1 Non-Discrimination:

Town warrants and represents that it does not and will not engage in discriminatory practices and that there will be no discrimination in connection with Consultant's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Consultant further covenants that no otherwise qualified individual will, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

A10.11-2 OSHA Compliance:

The Consultant warrants that it will comply with all OSHA and other safety precautions as required by federal, state or local laws, rules, regulations and ordinances.

A10.11-3 ADA Compliance:

Consultant will affirmatively comply with all applicable provisions of the Americans with Disabilities Act ("ADA") in the course of providing any work, labor or services funded by the Town, including Titles I & II of the ADA (regarding nondiscrimination on the basis of disability) and all applicable regulations, guidelines and standards. Additionally, the Consultant will take affirmative steps to insure nondiscrimination in employment of disabled persons.

A10.12 No Partnership

Consultant is an independent contractor. This Agreement does not create a joint venture, partnership or other business enterprise between the parties. The Consultant has no authority to bind the Town to any promise, debt, default, or undertaking of the Consultant.

A10.13 Discretion of Town Manager

Any matter not expressly provided for herein dealing with the Town or decisions of the Town will be within the exercise of the reasonable professional discretion of the Town Manager.

A10.14 Resolution of Disputes

Consultant understands and agrees that all disputes between it and the Town based upon an alleged violation of the terms of this Agreement by the Town will be submitted for resolution in the following manner.

The initial step will be for the Consultant to notify the Procurement Manager in writing of the dispute identified in Article A11.06, Notices. Consultant must, within five (5) calendar days of the initial notification, all supporting documentation to the Procurement Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said documentation the Procurement Manager will review the issues relative to the dispute and issue a written finding.

Should the Consultant and the Procurement Manager fail to resolve the dispute the Consultant must submit their dispute in writing within five (5) calendar days to the Town Manager. Failure to submit such appeal of the written finding will constitute acceptance of the finding by the Consultant. Upon receipt of said notification the Town Manager will review the issues relative to the dispute and issue a written finding.

Appeal to the Town Manager for his/her resolution, is required prior to Consultant being entitled to seek judicial relief in connection therewith. Should the amount of compensation require approval or disapproval by the Town Council, Consultant will not be entitled to seek judicial relief unless:

- (i) it has first received Town Manager's written decision, approved by the Town Commission 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 Commission approval; or
- (iii) Town has waived compliance with the procedure set forth in this section by written instrument(s) signed by the Town Manager.

A10.15 Contingency Clause

Funding for this Agreement is contingent on the availability of funds and continued authorization for activities and the Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days' notice.

A10.16 Third Party Beneficiary

Consultant and the Town agree that it is not intended that any provision of this Agreement establishes a third party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

A10.17 No Estoppel

Neither the Town's review, approval or acceptance of, or payment for Services performed under this Agreement will be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and the Consultant will be and remain liable to the Town in accordance with applicable laws for all damages to the Town caused by the Consultant's negligent performance of any of the Services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

END OF SECTION

SECTION B - SPECIAL TERMS & CONDITIONS

B1 TERM

The term of this Agreement will be effective with the execution of the Agreement and terminate upon final payment being made to the Consultant.

B2 SCOPE OF SERVICES

B2.01 General

The Consultant will assist in the planning, design, and implementation of the Project, which includes, but is not limited to, providing analysis of the project, design documents, construction documents, permitting assistance, bid assistance and construction administration services as further defined herein. The Town anticipates, without limiting, the Project will require design services within the following disciplines: general architecture, civil engineering, mechanical, electrical, plumbing architecture, and landscape architecture. Consultant will provide these services in accordance with Section 287.055 of Florida Statutes, as amended, Consultants' Competitive Negotiations Act (CCNA).

The Consultant agrees to provide comprehensive Professional Services in accordance with all applicable laws, building and environmental regulations, including the Florida Building Code, Miami-Dade County School Board regulations, as applicable, and the Town Code of Ordinances, as set forth herein and in the RFQ. The Consultant must maintain adequate staff of qualified personnel dedicated to the Project at all times to ensure its performance as specified in the Agreement.

The Consultant will, at a minimum, provide the following services, as further defined in this Section:

- Review the conceptual design by MC Harry & Associates, attached hereto as Exhibit A, together with on-site assessments;
- Conduct a preliminary assessment to analyze the Project for potential issues that need to be addressed;
- Provide project scopes, costs, and schedules for review and approval by Town staff;
- Design the most effective method to accomplish the Project based on the Town's provided budget for the Project;
- Coordinate with pertinent regulatory agencies and stakeholders, and obtain all necessary permits;
- At the Town's request, phase the work required to complete the Project so that the Project is designed and constructed in the most logical, efficient, and cost-effective manner;
- Prepare opinions of probable cost for the full build out and for each phase of the Project, if the Project is to be completed in phases;
- Provide all final deliverables, such as plans, specifications, reports, calculations, permits and other documents as required by this RFQ or Attachment A;
- Attend project update meetings, as appropriate, based on scope/agenda topics;
- Provide assistance during solicitation process (pre-bid meetings, responding to prospective bidder's inquiries, bid opening, bid review, plan revisions, etc.); and
- Provide Construction Administration services, including construction contract closeout.

The Consultant may be required to perform all or some of the services presented in this Agreement, depending on the needs of the Town. The Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by civil engineers, and for which the Consultant is experienced, qualified and able to perform.

B2.02 Basic Services

The Consultant agrees to provide comprehensive Professional Services in connection with the Project, which include, but are not limited to, the following:

- Prepare feasibility and conceptual planning documents.
- Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
- Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
- Provide public education/notification assistance.
- Prepare engineering designs, calculations, plans and specifications, contract bid documents, and cost estimates.
- Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
- Submit construction documents as needed to the Town and other agencies having an interest or jurisdiction over the Project.
- Prepare short and long-term planning documents, master plans, or provide input to the Town's master plans, capital improvement program, and maintenance needs.
- Participate in construction administration as required by the Town.
- Prepare formal or informal feasibility studies as necessary to assist the Town in responding to capital improvement needs.
- Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
- Prepare legal descriptions, exhibits, and surveys.
- Provide expert witness testimony.
- Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits from applicable agencies.
- Represent the Town with regulatory agencies.
- Prepare periodic project status reports.
- Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
- At the Town's request, attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
- Assist in the issuance of addenda as appropriate to clarify, correct, or change the bidding documents.
- Participate in pre-construction conference as requested by the Town.
- Review and determine acceptability of construction submittals, including shop drawings, progress schedule, schedule of values, etc.
- Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.
- Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.
- Review as-built drawings provided by the construction contractor and provide written comments to the Town.
- Provide services related to construction administration and inspections, and/or specialty inspection.
- Provide project management services and act as an extension of the Town's staff for the design, bidding, and construction management of municipal projects as requested by the Town.

At the Town's request, the Consultant will phase the Work required to complete the Project so that it is designed and constructed in the most logical, efficient, and cost-effective manner.

Consultant must coordinate with the residents as necessary to review, discuss and resolve the design and any issues that may arise. The Consultant must advise the Town of its plans to coordinate with residents for approval prior to engaging residents.

The Consultant must submit (1) electronic set of all documents in .pdf, .dwg & plot formats, three (3) full size copies, and two (2) copies in 11"x17" format of the drawings and specifications required under this Agreement at no additional cost to the Town. Consultant must not proceed with the next task of the Services until the documents have been approved, in writing, by the Town, and a Notice to Proceed with the next phase or task has been issued by the Town.

B2.03 Development of Objectives

Consultant must confer with representatives of the Town, the assigned Town representative (Town's Project Manager), and other jurisdictional agencies to develop several options for how the various elements of the Project will be designed and constructed.

Consultant must, utilizing a compilation of available documentation, confer with representatives of the Town, the designated Town representative, and other jurisdictional agencies in order to comprehensively identify aspects of the completed facility program that may require further refinement to attain the requisite detail of design development required to begin the Project or various phases/aspects of the Project. For clarity of scope, the items that need further development will be called Conceptuals and the remaining items will be called Designs.

Consultant may be required to prepare written descriptions of the various options and participate in presentations to multiple groups explaining alternative options. Sufficient detail must be provided to support the presentation materials.

Consultant must hire the appropriate Subcontractor to provide engineering support services which are not in-house. Field Surveys must include the location of all site structures including all utility structures and facilities. Consultant must also engage a soil testing firm to perform soil borings and other tests required for new construction work. The extent to which this Work will be needed must be based on the surveying and soil borings performed previously by the Town. Cost of the surveyor and soil engineering services that may be required must be billed as reimbursable expenses.

B2.04 Schematic Design

Consultant must prepare and present, in writing and at an oral presentation if requested, for approval by Town, a recommended course of action (RCA), Design Concept and Schematics Report, comprising Schematic Design Studies, including an identification of any special requirement affecting the Project, a Opinion of Probable Construction Cost, Project Development Schedule and review of Constructability Review reports.

An Opinion of Probable Construction Cost, prepared in Construction Standard Index (CSI) format, to include a summary of the estimated project cost and an evaluation of funding allocation. Such summary must be in sufficient detail to identify the costs of each element and include a breakdown of the fees, general conditions and construction contingency. Such evaluation must comprise a brief description of the basis for estimated costs per each element and similar project unit costs. Costs must be adjusted to the projected bid date. Recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds, in the event that the Opinion of Probable Construction Costs exceeds allocated funds, the Consultant must update its documentation, at no additional cost to the Town, to reflect this reduced scope. Any "Opinion of Probable Construction Costs" prepared by Consultant represents a reasonable estimate of cost in Consultant's best judgment as a professional familiar with the local construction industry.

The Project Development Schedule must show the proposed completion date of each task of the Project through design, bidding, and post design services.

Constructability Review reports may be conducted by the Town and/or its consultants at design stages deemed necessary by the Town's Project Manager. Consultant may be requested, as a reimbursable expense, to provide additional copies of the deliverables for distribution, by Town, to others for this purpose. There must be an established deadline for review report submission back to Town. If required, the Consultant must provide written responses to all comments within two weeks and must maintain files of all related review reports and response reports. If necessary, Town may coordinate Constructability Review meetings with some or all of the reviewers with Consultant present to discuss specific issues. In addition to the Constructability Review process mentioned above, Town reserves the right to conduct a Peer Review of a Project documents at any design stage. Cost of such a Peer Review would be borne by Town. Any findings as a result of said Peer Review would be addressed by Consultant, and if requested by Town, would be incorporated into the design documents, at no additional cost to Town and no extension of time to the schedule.

B2.05 Design Development

From the approved Schematic Design documents, Consultant must prepare and present in writing, and at oral presentations, if requested, for approval by Town, separate Design Development Documents, updated Project Development Schedules, updated Opinions of Probable Construction Costs and a review of Constructability Review reports.

The Design Development Documents must consist of drawings (site plans, floor plans, elevations, and sections), outline specifications, and other documents.

Design Development consists of continued development and expansion of architectural and/or engineering Schematic Design Documents to establish the final project features of each element.

The updated Development Schedules must show the proposed completion dates of each milestone of the Project through design, bidding, construction and proposed date of occupancy. Consultant will also detail all long lead procurement items and equipment that will need to be purchased prior to the completion of Construction Documents.

Consultant must provide updated Opinions of Probable Construction Cost. If either Opinion of Probable Construction Cost exceeds allocated funds, Consultant must prepare recommendations for reducing the scope of the Project in order to bring the estimated costs within allocated funds. Consultant must update its documentation, at no additional cost to the Town, to reflect this reduced scope.

Consultant must provide updated Constructability Review reports.

B2.06 Construction Documents

Prior to authorizing the Consultant to proceed with preparation of Construction Document Development, the Town may establish and communicate to the Consultant a maximum sum for the cost of construction of the Project ("Maximum Cost Limit") if the Town has not done so at the time the Notice to Proceed was issued. If the Town has not advertised for bids within ninety (90) days after the Consultant submits the Final Design to the Town, the estimate of the cost of construction must be adjusted by Consultant. Notwithstanding anything above to the contrary, the Town may require the Consultant to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost or fee to the Town if all responsive and responsible bids received exceed the Maximum Cost Limit.

From the approved Design Development Documents, Consultant must prepare for written approval by the Town, Final Construction Documents setting forth all design drawings and specifications needed to comprise a fully biddable, permittable, constructible Project.

Consultant must produce 30%, 60%, 90% and a permit set for review and approval by Town, which must include the following:

- a. A Drawing Cover Sheet listing an index of all number of drawings by each discipline. Drawings not included in the 30%, 60%, 90% and permit set review must be noted. Consultant must attach an index of all anticipated drawing sheets necessary to fully define the Project.
- b. The updated Project Schedule to include an outline of major construction milestone activities and the recommended construction duration period in calendar days.
- c. An updated Opinion of Probable Construction Cost in CSI format.
- d. Consultant may also be authorized to include in the Construction Documents approved additive and/or deductive alternate bid items.
- e. A Project Specifications index and Project Specifications with at least the 60% and permit set.
- f. Consultant must provide an index of all submittals required by the Contractor that clearly identifies submittals for which the Contractor is responsible for.
- g. Consultant must submit the special conditions separate from the technical specifications.
- h. Consultant must not proceed with further construction document development until approval of the previous plan submittals is received in writing from Town. Approval by Town must be for progress only and does not relieve Consultant of its responsibilities and liabilities relative to code compliance and to other covenants contained in this Agreement. Consultant must resolve all questions indicated on the documents and make all changes to the documents necessary in response to the review commentary. The 90% Documents review (check) set must be returned to Town upon submission of Final Construction Documents and Consultant must provide an appropriate response to all review comments noted on these previously submitted documents.

B2.07 Dry Run Permitting

The Consultant must file and follow-up for all required permits at the earliest practicable time during the performance of the Services, the necessary portions of the Construction Documents for approval by Town, County, State and/or Federal authorities having jurisdiction over the Project by law or contract with the Town, and must assist in obtaining any such applicable certifications of permit approval by such authorities. The Consultant must promptly, at any time during the performance of the Work hereunder, advise the Town of any substantial increases in costs set forth in the Opinion of Probable Construction Cost that in the opinion of the Consultant is caused by the requirement(s) of any permitting entities.

Upon completion of dry run permitting Consultant must provide three (3) full size sealed copies of the drawings and specifications. Consultant must also provide digital versions of the drawings in .dwg, .plt, and .pdf formats. The specification additional terms and conditions must be provided in both .pdf and .doc formats.

B2.08 Bidding and Award of Contract

B2.08-1 Bid Documents Approvals and Printing

Upon obtaining all necessary approvals of the Construction Documents, from authorities having jurisdiction, acceptance by the Town of the 100% Construction Documents and latest Opinion of Probable Construction Cost, the Consultant must assist the Town in obtaining bids, preparing and awarding the construction contract. The Town, for bidding purposes, will have the bid documents printed, or, at its own discretion, may authorize such printing as a reimbursable service to the Consultant.

B2.08-2 Issuance of Bid Documents, Addenda and Bid Opening

- a. The Town must issue the bid documents to prospective bidders.

- b. The Consultant must provide the Project Manager a bid form that contains the bid line items, estimated quantities, and units of measure.
- c. The Consultant will provide the Project Manager with the number of days required for the Contractor to achieve Substantial Completion.
- d. The Consultant must assist the Town in the preparation of responses to questions if any are required during the bidding period. All addendum or clarifications, or responses must be issued by the Town.
- e. The Consultant must prepare revised plans, at no cost to the Town, if any are required, for the Town to issue to all prospective bidders.
- f. The Town will schedule a "Pre-Bid Meeting" on an as needed basis, for the Project. The Consultant may be required to attend any pre-bid meeting(s) and require attendance of Subconsultants at such meetings.

B2.08-3 Bid Evaluation and Award

The Consultant must assist the Town in evaluation of bids. If the lowest responsive Base Bid received exceeds the total allocated funds for construction, the Town may:

- 1. Approve an increase in the Project cost and award a Contract;
- 2. Reject all bids and re-bid the Project within a reasonable time with no change in the Project, or additional compensation to the Consultant;
- 3. Direct the Consultant to revise the scope of construction, and rebid the Project. The Consultant must, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost based on such revisions within the total authorized construction budget. The Town may exercise such option where the bid price exceeds 10% of the fixed construction budget provided to the Consultant and as may be modified by the Town and the Consultant prior to soliciting bids.
- 4. Suspend, cancel or abandon the Project.

B2.09 Administration of the Construction Contract/Post Design Services

B2.09-1

The Construction Phase will begin with the award of the construction contract and will end when the Consultant has provided to the Town all post construction documents, including Contractor As-Built drawings, Consultant's record drawings, warranties, guarantees, operational manuals, and Certificate(s) of Occupancy have been delivered to the Town and the Town approves the final payment to the Consultant. During this period, the Consultant must provide administration of the construction contract as provided by this Agreement, and as provided by law.

B2.09-2

The Consultant, as the representative of the Town during the Construction Phase, must advise and consult with the Town and must have the authority to act on behalf of the Town to the extent provided in the terms and conditions of the construction contract and their Agreement with the Town.

B2.09-3

The Consultant must visit the site to conduct field observations, at a minimum twice a week, to ascertain the progress of the Project and must visit the site as appropriate to conduct field inspections to ascertain the progress of the Project and determine, in general, if the work is proceeding in accordance with the Contract Documents. The Consultant must provide any site visits necessary for certification if required by the authorities having jurisdiction. The Consultant

must report on the progress the Work, including any defects and deficiencies that may be observed in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in this Agreement. The Consultant will be responsible for writing minutes of all meetings and field inspections report it is asked to attend, as well as the distribution of the minutes. Consultant and Subconsultants will not be held responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. The Consultant will not be held responsible for the Contractor's or subcontractors', or any of their agents' or employees' failure to perform the work in accordance with the contract unless such failure of performance results from the Consultant's acts or omissions.

B2.09-4

The Consultant must furnish the Town with a written report of all observations of the Work made by Consultant and require all Subconsultants to do same during each visit to the Project. The Consultant must also note the general status and progress of the work. The Consultant must submit the reports in a timely manner. The Consultant must ascertain that the work is acceptable to the Town. Consultant must assist the Town in ensuring that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings. Copies of the field reports must be attached to the monthly Professional Services payment request for construction administration services. The Consultant's failure to provide written reports of all site visits or minutes of meeting must result in the rejection of payment requests and may result in a proportional reduction in Construction Administration fees paid to the Consultant.

B2.09-5

- a. Based on observations at the site and consultation with the Town, the Consultant must determine the amount due the Contractor based on the pay for performance milestones and must recommend approval of such amount as appropriate. This recommendation must constitute a representation by the Consultant to the Town that, to the best of the Consultant's knowledge, information and belief, the work has progressed to the point indicated and that, the quality of the work is in accordance with the contract and the Contractor is entitled to amount stated on the requisition subject to: a detailed evaluation of the work for conformance with the contract upon substantial completion;
- b. the results of any subsequent tests required by the contract;
- c. minor deviations from the contract correctable prior to completion;
- d. any specific qualifications stated in the payment certificate and further that the Contractor is entitled to payment in the amount agreed upon at a requisition site meeting or as stated on the requisition.

Prior to recommending payment to the Contractor, the Consultant will prepare a written statement to the Town on the status of the work relative to the Construction Schedule, which must be attached to the Contractor's Requisition. Such statement must be prepared immediately following the requisition field meeting and must not be cause for delay in timely payment to the Contractor. By recommending approval of a Payment Certificate, the Consultant must not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used money paid on account of the Construction Contract Sum.

B2.09-6

The Town must be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant must render interpretations necessary for the

proper execution or progress of the work upon written request of either the Town or the Contractor, and must render written decisions, within maximum of ten (10) calendar days, on all claims, disputes and other matters in question between the Town and the Contractor relating to the execution or progress of the work. Interpretations and decisions of the Consultant must be consistent with the intent of and reasonably inferable from, the Contract Documents and must be in written or graphic form.

B2.09-7

The Consultant must have the authority to recommend rejection of work, which does not conform to the Contract Documents. Whenever, in his/her reasonable opinion, the Consultant considers it necessary or advisable to insure compliance with the Contract Documents, the Consultant will have the authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and/or delivered to the Project, or installed and completed.

B2.09-8

The Consultant must promptly review and approve, reject or take action on shop drawings, samples, RFIs and other submissions of the Contractor. Changes or substitutions to the construction documents must not be authorized without concurrence of the Town. The Consultant must have a maximum of ten (10) calendar days from receipt of shop drawings, samples, RFI's or other submittals by the Contractor, to return the shop drawings or submittals to the Contractor with comments indicating either approval or disapproval. Consultant must provide the Contractor with a detailed written explanation as to the basis for any rejection.

B2.09-9

The Consultant must initiate and prepare required documentation for changes as required by the Consultant's own observations or as requested by the Town, and must review and recommend action on proposed changes. Where the Contractor submits a request for Change Order or Change Proposal request, the Consultant must, within ten (10) calendar days, review and submit to the Town, his/her recommendation or proposed action along with an analysis and/or study supporting such recommendation.

B2.09-10

The Consultant must examine the work upon receipt of the Contractor's request for substantial completion inspection of the Project and must, prior to acceptance by the Town, recommend execution of a "Certificate of Acceptance for Substantial Completion" after first ascertaining that the Project is substantially complete in accordance with the contract requirements. The Consultant must in conjunction with representatives of the Town and the Contractor prepare a punch list of any defects and discrepancies in the work required to be corrected by the Contractor in accordance with Florida Statute 218.735. Upon satisfactory completion of the punch list the Consultant must recommend execution of a "Certificate of Final Acceptance" and final payment to the Contractor. The Consultant must obtain from the Contractor upon satisfactory completion of all items on the punch list all necessary closeout documentation from the Contractor, including but not limited to all guarantees, operating and maintenance manuals for equipment, releases of liens/claims and such other documents and certificates as may be required by applicable codes, law, and the contract, and deliver them to the Town before final acceptance must be issued to the Contractor.

Consultant must attend a second substantial completion inspection if required.

B2.09-11

The Consultant must review the Contractor's "as built" drawings and submit them to the Town upon approval by the Consultant. The Contractor is responsible for preparing the "as built" drawings.

B2.09-12

The Consultant must monitor and provide assistance in obtaining the Contractor's compliance with its construction contract relative to 1) initial instruction of Town's personnel in the operation and maintenance of any equipment or system; 2) initial start-up and testing, adjusting and balancing of equipment and systems; and 3) final clean-up of the Project to assure a smooth transition from construction to occupancy by the Town.

B2.09-13

The Consultant must furnish to the Town the original documents, including drawings, revised to "as-built" conditions based on information furnished by the Contractor; survey, and specific condition. In preparing the "Record Set" documents the Consultant must rely on the accuracy of the information provided by the Contractor, including the Contractor's record drawings. Any certification required under this Agreement including the contents of "as-built" documents is conditioned upon the accuracy of the information and documents provided by the construction contractor. Transfer of changes made by "Change Authorization", "Change Order", "Request for Information", substitution approvals, or other clarifications will be the Consultant's responsibility to incorporate into the "Record Set". Changes made in the field to suit field conditions, or otherwise made by the Contractor for its convenience must be marked by the Contractor on the "Field Record Set" and transferred to the original contract documents by the Consultant. The original documents as well as the "Record Set" must become the property of the Town. A reproducible set of all other final documents will be furnished to the Town free of charge by the Consultant. The Consultant must furnish to the Town one complete set of "Record Set Drawings", in AutoCAD Version 2007 or such other format acceptable to the Town.

B2.09-14

The Consultant must prepare a statement of work completion and submit them to the Town and the Regulatory and Economic Resources Department (RER).

B2.09-15

The Consultant must assist the Town in the completion of the Contractor's performance evaluation during construction work and upon final completion of the Project.

B2.10 Time Frames for Completion

The timeframes for the completion of a Project and its phase or tasks are established in Schedule 1 attached hereto.

B3 ADDITIONAL SERVICES***B3.01 General***

Services categorized below as "Additional Services" may be specified and authorized by Town and are normally considered to be beyond the scope of the Basic Services. Additional Services must be authorized in a Work Order and will be compensated for as provided in Section C, Compensation and Payments.

B3.02 Examples

Except as may be specified in this Agreement, Additional Services may include, but are not limited to the following:

B3.02-1

Appraisals: Investigation and creation of detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by Town.

B3.02-2

Specialty Design: Any additional special professional services not included in the Scope of Services.

B3.02-3

Extended Testing & Training: Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of Town's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer. Provide Commissioning Services as part of systems start-up.

B3.02-4

Major Revisions: Making major revisions to drawings and specifications resulting in or from a change in Scope of Work, when such revisions are inconsistent with written approvals or instructions previously given by Town and are due to causes beyond the control of Consultant. (Major revisions are defined as those changing the Scope of Work and arrangement of spaces and/or scheme and/or any significant portion thereof).

B3.02-5

Expert Witness: Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, providing, however, that Consultant cannot testify against Town in any proceeding during the course of this Agreement.

B3.02-6

Miscellaneous: Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.

B3.03 Additional Design

The Town may, at its option, elect to proceed with additional design work, which must be handled in accordance with the requirement for Additional Services.

B4 REIMBURSABLE EXPENSES

B4.01 General

Reimbursable Expenses cover those services and items authorized by Town in addition to the Basic and Additional Services and consist of actual, direct expenditures made by Consultant and the Subconsultant for the purposes listed below. Transportation, travel and per diem expenses within Dade, Broward, or Palm Beach Counties must not be considered as reimbursable expenses under this Agreement.

Additional Reimbursable Expenses include, but are not limited to:

- a. Communications Expenses: Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between Consultant's various permanent offices and Subconsultant. Consultant's field office at the Project site is not considered a permanent office.
- b. Reproduction, Photography: Cost of printing, reproduction or photography, beyond that which is required by or of Consultant's part of the work, set forth in this Agreement.
- c. Surveys: Site surveys and special purpose surveys costs authorized by the Town.
- d. Geotechnical Investigation: Identifiable Soil Borings and Reports and testing costs authorized by the Town.
- e. Fees: All permit fees, review fees and other similar fees paid to regulatory agencies for approvals directly attributable to the Project.

B4.02 Subconsultant Reimbursables

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant's agreement provides for reimbursable expenses and when such agreement has been previously approved, in writing, by the Town Manager and subject to all budgetary limitations of the Town and requirements of this Agreement.

END OF SECTION

SECTION C - COMPENSATION AND PAYMENTS

C1 METHOD OF COMPENSATION

The fees for Professional Services for the Project and each Work Order must be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the consent of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with Section C4.01 below.
- b) An Hourly Rate, in accordance with Section C4.02 below and at the rates set forth in the Agreement.
- c) A Percentage of Construction Cost, in accordance with Section C4.03 below.

Work Orders for Additional services will be determined by one of the following methods or a combination thereof, at the option of the Town Manager or designee, with the agreement of the Consultant.

- a) A Lump Sum, which may include not to exceed components in accordance with C4.01 below.
- b) An Hourly Rate, in accordance with C4.02 below and at the rates set forth in the Agreement.

C2 COMPENSATION LIMITS

The amount of compensation payable by the Town to Consultant will generally be a lump sum not to exceed fee, based on the rates and schedule established in Schedules 1 & 2; provided, however, that in no event will the amount of compensation exceed \$470,000.00 in total over the term of the Agreement and any extension(s), unless explicitly approved by action of the Town Council or Town Manager as applicable and put into effect by written amendment to this Agreement.

Under no circumstances will the Town have any liability for Services performed, or as otherwise may be alleged or claimed by Consultant, beyond the cumulative amount stated above, except where specifically approved in accordance with the Town's Procurement Ordinance, either by the Town Manager or Town Council, as applicable, as an increase to the Agreement and put into effect via an amendment to this Agreement.

C3 WAGE RATES

C3.01 Fee Basis

All fees and compensation payable under this Agreement must be formulated and based upon the certified negotiated Wage Rates stated in Schedule 2 of the Agreement. Said Wage Rates are the effective direct hourly rates, as approved by the Town, of Consultant and Subconsultant employees in the specified professions and job categories that are to be utilized to provide the services under this Agreement, regardless of manner of compensation.

Should the Consultant intend to utilize personnel or Subconsultants for the Project where the Wage Rates have not been established, the Consultant must request that the Town add the person or Subconsultant's wage rates to Schedule 2. The Town may require that the Consultant provide documentation substantiating the request.

C3.02 Employees and Job Classifications

Form KS identifies the professions, job categories and/or employees expected to be used during the term of this Agreement. These may include engineers, landscape architects, professional interns, designers, CADD technicians, project managers, GIS and environmental specialists, specification writers, clerical/administrative support, and others engaged in the Work. In determining compensation for a given Scope of Work, the Town reserves the right to recommend the use of Consultant employees at particular

Wage Rate levels. Consultant must not utilize any profession, job category or employees that do not appear on Form KS. Consultant must submit a request to the Town to add such to Form KS prior to utilizing said profession, job category, or employees for Services under this Agreement.

C3.03 Multiplier

For Work assigned under this Agreement, a maximum multiplier of 2.9 for home office and 2.4 for field must apply to Consultant's hourly Wage Rates in calculating compensation payable by the Town. Should the Consultant have an approved multiplier with the State of Florida or Miami Dade County, the Town may elect to utilize either of these multipliers should they be less than above stipulated rates. Said multiplier is intended to cover Consultant's employee benefits (e.g. sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) and Consultant's profit, and overhead including, without limitation, office rent, local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, stenographic, administrative and clerical support, management and supervisory responsibilities, time or travel and subsistence not directly related to a Project. The multiplier **must not be applied** to the Principal, owner, or partner of the Consultant except where they are preparing drawings or specifications, preparing a study report, or similar tasks.

The Town may request at any time during the term of the Agreement that the Consultant provide updated information to validate its multiplier. It is the responsibility of the Consultant to notify the Town whenever circumstances that will result in a change to the multiplier.

C3.04 Calculation

Said Wage Rates are to be utilized by Consultant in calculating compensation payable for Additional Services requested by Town or where the Consultant proposes to add additional staff. Consultant must identify job classifications, available staff and projected man-hours required for the proper completion of tasks and/or groups of tasks, milestones and deliverables identified in a request for Additional Services.

C3.05 Wage Rate Adjustments

There will be no wage rate adjustments permitted under this Agreement.

C4 COMPUTATION OF FEES AND COMPENSATION

The Town agrees to pay the Consultant, and the Consultant agrees to accept for Services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined above, as applicable, in the following manner:

C4.01 Lump Sum

Compensation for a Scope of Work will typically be a Lump Sum, either a Fixed Fee or Not to Exceed Fee as deemed appropriate by the Town, to be mutually agreed upon in writing by the Town and the Consultant. Lump Sum, and Lump Sum not to Exceed methods of compensation are the preferred methods of compensation. The Lump Sum or Lump Sum Not to Exceed Fees will be calculated utilizing the Wage Rates established in Schedule 2. Such Fee(s) will be subject to validation by the Town and the Town may request additional information to substantiate the Fee(s).

C4.01-1 Lump Sum Fixed Fee: must be the total amount of compensation to be paid to the Consultant for the Services performed on the Project, or phase or task of the Project or Work Order for Additional Services. Payments to the Consultant must be based on a percentage of completion basis.

C4.01-2 Lump Sum Not to Exceed Fee must establish the maximum amount of compensation to be paid to the Consultant for the Services performed on the Project as a whole, or a phase/task of the Project or Work Order issued for Additional Services. Payments to the Consultant must be based on the actual work effort required to complete the Project, phase or task.

C4.01-3 Guaranteed Maximum Lump Sum: must be the total maximum fee amount payable by Town wherein certain aspects, tasks or allowances may not be defined, quantified and calculated at the time of execution of the Agreement or Work Order issuance for Additional Services. A Guaranteed Maximum Lump Sum compensation may represent a combination of Fixed Fees for professional services and not to exceed allowances for Reimbursable Expenses or Additional Services.

C4.01-4 Lump Sum Fee Adjustment: Where the Town authorizes a substantial or material change in the Scope of Work, the Lump Sum Base Fee may be equitably adjusted by mutually consent of the parties, which must be reflected in an amendment to the Agreement.

C4.02 Hourly Rate Fees

Hourly Rate Fees must be those rates for Consultant and Subconsultant employees identified in Schedule 2 Wage Rates. All hourly rate fees will include a maximum not to exceed figure, inclusive of all costs expressed in the contract documents. The Town must have no liability for any fee, cost or expense above this figure. The Town will have no liability for any fee, cost or expense above this figure except the addition of the multiplier, which is identified as the "Loaded Hourly Rate".

The Loaded Hourly Rate Fees will be used to quantify or calculate the complete nature, or aspects, tasks, man-hours, or milestones for a task, phase or Work Order for Additional Services. The Town may establish an allowance in a task, phase or Work Order for Additional Services that will serve as a Not to Exceed Fee for the Services to be performed on an Hourly Rate Basis.

Consultant must maintain records acceptable to the Town to track the hours of work performed by each person.

C4.03 Reimbursable Expenses

Any fees for authorized reimbursable expenses must not include charges for any expenses identified in Article C3.03, Multiplier. All reimbursable services must be billed to the Town at direct cost expended by the Consultant. Town authorized reproductions in excess of sets required at each phase of the Work will be a Reimbursable Expense.

The Town will reimburse the Consultant for authorized Reimbursable Expenses pursuant to the limitations of this Agreement as verified by supporting documentation deemed appropriate by Town Manager or designee including, without limitation, detailed bills, itemized invoices and/or copies of cancelled checks.

Article C6 contains additional information on the payment of Reimbursable Expenses.

C4.04 Fees for Additive or Deductive Alternates

The design of additive and deductive alternates contemplated as part of the original Scope for a Project as authorized by the Town Manager will be considered as part of Basic Services. The design of additive and deductive alternates that are beyond the original Scope of Work and construction budget must be authorized through a Work Order and must be billed to Town as Additional Services. The fees for alternates will be calculated by one of the three methods outlined above, as mutually agreed by the Town Manager and the Consultant.

C4.05 Fees for Additional Services

The Consultant may be authorized to perform Additional Services for which additional compensation and/or Reimbursable Expenses, as defined in this Agreement under Sections C4.03 and C4.05 respectively, may be applicable.

C4.05-1 Determination of Fee

The compensation for such services will be one of the methods described herein: mutually agreed upon Lump Sum; Hourly Rate with a Not to Exceed Limit, or Percentage of Construction Cost.

C4.05-2 Procedure and Compliance

An independent and detailed Work Order or an Amendment to a previously issued Work Order must be required to be issued and signed by the Town Manager for each additional service requested by the Town. The Work Order will specify the fee for such service and upper limit of the fee, which must not be exceeded, and must comply with the Town's regulations, including the Purchasing Ordinance, the Consultant's Competitive Negotiation Act, and other applicable laws.

C4.06 Payment Exclusions

Consultant must not be compensated by Town for revisions and/or modifications to drawings and specifications, for extended construction administration, or for other work when such work is due to errors or omissions of Consultant as determined by Town.

C4.07 Fees Resulting from Project Suspension

If a Project is suspended for the convenience of the Town for more than three (3) months or terminated without any cause in whole or in part, during any Phase, the Consultant must be paid for services duly authorized, performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due, and all appropriate, applicable, and documented expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than three months, the Consultant's further compensation must be subject to renegotiations.

C5 PAYMENTS TO THE CONSULTANT

C5.01 Payments Generally

Payments for Basic Services may be requested monthly in proportion to Services performed during each Phase of the Work. Subconsultant fees and Reimbursable Expenses must be billed to the Town in the actual amount paid by Consultant. Consultant must utilize the Town standard Consultant Invoice Form that will be provided to the Consultant.

Payment will be made in accordance with Florida Statute Chapter 218, Part VII, Local Government Prompt Payment Act, after receipt of Consultant's invoice, after receipt of Consultant's invoice, which must be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should Town require one to be performed. If Consultant is entitled to reimbursement of travel expenses, then all bills for travel expenses must be submitted in accordance with Section 112.061, Florida Statutes. Consultant must submit all requests for payment using the Town's standard Consultant Invoice form.

C5.02 For Comprehensive Basic Services

For those Projects and Work Orders containing multiple phases or task, payments must not exceed the amount stipulated for each phase and the aggregate payment must not exceed the total value of the Agreement.

C5.03 Billing – Hourly Rate

Invoices submitted by Consultant must be sufficiently detailed and accompanied by supporting documentation to allow for proper audit of expenditures. When Services are authorized on an Hourly Rate basis, the Consultant must submit for approval by the Town Manager, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a Project, phase or task. Reimbursable Services Cost should then be added to the sum for the total charges for the personnel. The Consultant must attach to the invoice all supporting data for payments made to and incurred by Subconsultants engaged on the Project. In addition to the invoice, the Consultant must, for Hourly Rate authorizations, submit a progress report giving an update on the completion of the Project and/or the applicable phase or task.

C6 REIMBURSABLE EXPENSES

C6.01 General

Reimbursable Expenses are those items authorized by the Town outside of or in addition to the Scope of Work as identified in the Work Order (as Basic Services and/or Additional Services) and consist of actual expenditures made by the Consultant and the Consultant's Subconsultants for the following:

C6.01-1 Transportation:

Identifiable transportation expenses in connection with the Project, subject to Section 112.061, Florida Statutes, as amended, excluding, however, all, general automobile transportation expenses within Miami-Dade, and Broward counties. Transportation expenses to locations outside the Miami-Dade-Broward-Palm Beach County area or from locations outside the Miami-Dade-Broward area will not be reimbursed unless specifically pre-authorized in writing by the Town Manager.

C6.01-2 Travel and Per Diem:

Identifiable per diem, meals and lodging, lodging, taxi fares and miscellaneous travel-connected expenses for Consultant's personnel are subject to Section 112.061 Florida Statutes as amended. Meals for class C travel inside Miami-Dade or Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating Consultant's employees from one of Consultant's offices to another office if the employee is relocated for more than five (5) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging or meals will not be reimbursed that result from travel within Miami-Dade, Broward or Palm Beach Counties. Travel and per diem expenses are subject to the prior approval of the Town Manager.

C6.01-3 Communication Expenses:

Identifiable communication expenses approved, in writing and in advance by the Town Manager, including long distance telephone, courier and express mail between the Consultant's various permanent offices. The Consultant's field office at the Project site is not considered a permanent office. Express mail or courier services are to be used only where there are significant time constraints.

C6.01-4 Reproduction, Photography:

Cost of printing, reproduction or photography, which is required by or of Consultant to deliver services, set forth in this Agreement.

C6.01-5 Permit Fees:

All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required to be paid by the construction Contractor.

C6.02 Reimbursements to Subconsultants

Reimbursable Subconsultant expenses are limited to the items described above when the Subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the Town Manager and subject to all budgetary limitations of the Town and requirements of this Agreement.

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

WITNESS/ATTEST

Consultant, (**NAME OF FIRM**)

Signature

Signature

Print Name, Title

Print Name, Title of Authorized Officer or Official

ATTEST:

(Corporate Seal)

Consultant Secretary
(Affirm Consultant Seal, if available)

ATTEST:

Town of Miami Lakes, a municipal corporation of the
State of Florida

Gina Inganzo, Town Clerk

Alex Rey, Town Manager

APPROVED AS TO LEGAL FORM AND CORRECTNESS:

Raul Gastesi, Town Attorney

CERTIFICATE OF AUTHORITY

(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____, held on the ____ day of _____, _____, a resolution was duly passed and adopted authorizing (Name) _____ as (Title) _____ of the corporation to execute agreements on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, is the official act and deed of the corporation.

I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20____.

Secretary: _____

Print: _____

NOTARIZATION

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification and who (did / did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA

PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

SECTION D - FORMS & SCHEDULES

FORM KS – KEY STAFF

NAME	JOB CLASSIFICATION
R. Hollingworth	Project Director
K. Olney	Project Manager
T. Nuno	Landscape Designer
M. Zapata	Senior Engineer
C. Saltos	Engineer
T. Osborn	Sr. Architect
I. Dixon	Architect

SCHEDULE 1 – COMPENSATION SUMMARY & TIMEFRAME

Task No.	Major Task and/or Activity	Days to complete task from NTP	Fee Amount
1	Kick off and Data Collection		\$15,082.00 (Lump Sum)
2	Schematic Design		\$46,740.00 (Lump Sum)
3	Design Development		\$64,491.00 (Lump Sum)
4	Construction Documents		\$139,038.00 (Lump Sum)
5	Permit Review		\$19,260.00 (Lump Sum)
6	Bidding and Award Services		\$13,843.00 (Lump Sum)
7	Construction Administration Services		\$74,044.00 (T&M)
	Total Basic Services		\$372,498.00
	Reimbursable Expenses		
	Optional Surveying Services		\$37,100.00 (Lump Sum)
	Optional Geotechnical Services		\$15,981.00 (Lump Sum)

SCHEDULE 2 - WAGE RATES SUMMARY

JOB CLASSIFICATION	BASE HOURLY RATE
Project Director	\$72.12
Project Manager	\$56.12
Landscape Designer	\$37.11
Senior Engineer	\$55.29
Engineer	\$37.33
Senior Architect	\$64.58
Architect	\$37.33
Accepted Multiplier = 2.679	

EXHIBIT A – CONSULTANT’S WORK ORDER PROPOSAL

Miami Lakes Optimist Park

Town of Miami Lakes

Proposal for Architectural, Landscape Architectural and Engineering Design Services

February 19, 2018

REVISED March 21, 2018

As requested, Bermello Ajamil & Partners, Inc. (B&A) is pleased to provide this Scope of Services to the Town of Miami Lakes (Client). The Client desires to retain B&A to provide the design services identified below for the project entitled **"Miami Lakes Optimist Park"**.

PART I PROJECT DESCRIPTION:

The project site is approximately thirty acres and is located in the Town of Miami Lakes located at 6411 NW 162nd Street. The Town is the owner of the northern most eight acres of the park and the Miami Dade County School Board is the owner of the southern twenty two acres of the park site. The Town is authorized to make improvements to School Board property through a Joint Use Agreement.

These design services, scope and fee encompass improvements to the hatched area indicated in Figure 1 below.



Figure 1

The anticipated construction budget for the project is approximately \$4,000,000.00. The budget is the basis for this scope of services and fees. Additional design work associated with an increased construction budget above \$4,000,000.00 shall be provided as an additional service on a time and material basis. (B&A shall provide hourly rates for additional services billing)

The components of the project scope are as follows:

- Replace existing baseball/softball fields (5 diamonds) with associated elements: backstops, netting, fencing, dugouts, bleachers, drinking fountains, hose bibs, etc.
- Pre-fabricated/pre engineered restroom/concession building in the center of the sports fields
- Extend walkway around the site with exercise stations
- New sports field lighting (configured for new field layout and utilize existing poles where economically and functionally feasible)
- New walkway lighting (retrofit existing with LED)
- New lighted parking lot on the south side of the existing parking lot for club house
- Resurface four existing tennis courts
- Renovate four existing basketball courts
- Pre-fabricated/pre engineered air-nasium/band shell over one of the four basketball courts
- Re-grade ball fields for new layout and positive drainage
- Miscellaneous landscaping, seating and fountains, (shall utilize CPTED standards for landscape design)
- Landscape buffering along NW 67th Avenue
- New irrigation system over entire project site area (shall utilize existing system where economically feasible)
- Relocate and replace batting cages
- Potential telecommunications tower (location only)
- New open space areas for flexible use by football or soccer
- Evaluate alternatives for lighting Basketball and Tennis courts and under air-nasium structure (no construction drawings for lighting included)
- Evaluate existing open space drainage and provide alternative options (no drainage calculations)

The following is a detailed description of the various work tasks and associated scope of work.

PART II SCOPE OF WORK

TASK 1.0 – KICK OFF / DATA COLLECTION

- 1.1. **Design Intent and Kick-Off Meeting** – B&A shall attend one (1) meeting with the Client to develop a shared vision for the project. The purpose of the meeting shall be to further define the image and design vocabulary for the project that shall be used by the Client and the design team to measure the appropriateness of future design decisions. The meeting shall also be used to agree on the project schedule, timing and content of meetings, record keeping standards, and communications with the Client, distribution procedures, meeting dates, public notification and preliminary and final submissions. B&A shall not be responsible for scheduling and reserving a meeting space for this meeting. B&A shall prepare and distribute meeting minutes summarizing items discussed and direction given. Client shall review and approve minutes prior to distribution.

- 1.2. Existing Data and Base Plan Development** – B&A shall collect necessary data from the Client such as base maps, surveys, list of any Town preferred vendors, aerial photographs, previous master plans (for reference only) and existing design criteria.
- 1.3. Inventory and Analysis** – B&A shall visit the site up to two (2) times in order to develop a better understanding of the site's opportunities and constraints and to evaluate the existing conditions. B&A shall provide the Client with a summary of the findings and observations.
- 1.4. Site Boundary and Topographic Survey – (OPTIONAL SERVICE)**
Boundary Survey – to include locations of visible improvements, buildings, concrete walks, asphalt surfaces, fences, walls, light poles, all of NW 64 Avenue roadway, the Marina and facilities; ball diamonds, backstops, benches, tennis courts, basketball courts, batting cages, etc. trees, 4 inches and up, their type and diameter; larger trees to include drip line (spread). (Underground utilities are not included in this survey scope)

Topographic survey – Elevations surveyed on a 25 foot grid. Irregular surfaces and structures that interrupt the grid pattern may be in-filled with random elevations to show surface water flow.
- 1.5. Geotechnical Testing – (OPTIONAL SERVICE)**
The geotechnical field services shall include Standard Penetration Test (SPT) borings in accordance with ASTM D-1586, and percolation testing in accordance with South Florida Water Management District (SFWMD)'s usual open-hole procedures. Upon termination of the borings, all holes will be backfilled with grout to the ground surface and the site will be restored to its original condition. The testing will be as follows:
- Perform two (2) SPT borings to depths of 30 feet below existing grades for the proposed restroom/concession building,
 - Perform two (2) SPT borings to depths of 50 feet below existing grades for the proposed air-nasium,
 - Perform four (4) percolation tests to depths of 15 feet below existing grades to determine the hydraulic conductivity (k) values for use in drainage evaluations and design,
 - Perform visual classification of the soil/rock samples obtained from our field study.
 - Perform laboratory classification testing on select soil samples. Laboratory testing will include moisture content, percent passing the #200 sieve, grain-size analysis, organic content, and corrosion series testing (pH, resistivity, sulfates and chlorides).
 - Provide geotechnical engineering evaluations and recommendations for the proposed improvements as well as provide construction considerations.
- 1.6. Previous Plan Review** – B&A shall review the previous plan prepared by M.C. Harry & Associates, (Color plan to be provided by Client) titled, Master Plan Option 2, December 2011, and provide the Client with a summary narrative of that review. The narrative shall include a critique of the plan's program and layout and potential alternative layout options.
- 1.7. Regulatory Development Requirements** – B&A shall review appropriate County, Town of Miami Lakes Land Development Regulations (LDR's) and the Miami Dade County School Board development regulations and provide one (1) consolidated list of development limitations that impact the program and layout of the project design. B&A shall meet with the Client one (1) time to discuss development regulations and requirements. The purpose of this meeting is to discuss any positive or negative impact's the agency/jurisdiction requirements may have on the established project theme and program. The meeting shall result in a shared vision of and direction on how to proceed: either to accept the Agency requirements or to seek a variance. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

- 1.8. Miami Dade County School Board Meeting** – B&A shall meet with the Client and Miami Dade County School Board one (1) time to discuss the Board's needs for this facility and any specific limitations that may apply to the proposed program. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

Deliverables for Task 1.0 Kick Off / Data Collection – As a result of these tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of summary narrative of MC Harry Plan review
- One (1) 8 ½" X 11" black and white PDF of consolidated list of regulatory requirements
- One (1) 8 ½" X 11" black and white PDF of site inventory and analysis summary
- One (1) 8 ½" X 11" black and white PDF of meeting minutes (three (3) meetings)
- One (1) 8 ½" X 11" black and white PDF of Geotechnical Testing Results
- Three (3) 24"X36" hard copies of Topographic and Boundary survey
- Two (2) 11" X 17" hard copies of Topographic and Boundary survey
- One (1) 24"X36" PDF and .dwg files of Topographic and Boundary survey

TASK 2.0 – SCHEMATIC DESIGN

- 2.1. Schematic Design** – Based on direction given and themes discussed at the design intent meeting, onsite observations and LDR requirements, B&A shall develop Schematic Design Documents for the Clients approval. The Schematic Design Documents shall consist of drawings that depict the size and shape of hardscape finishes, sport field layout, conceptual grading and drainage of parking lot and connection to the roadway, conceptual demolition work of existing utilities and other infrastructure, conceptual utility plan (water and sewer), conceptual grading of open athletic fields and conceptual storm water design/analysis for the entire site, plant massings, location of site furniture and preliminary pre-fab restroom/concession building plans and air-nasium and may include some combination of study models perspective sketches or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. B&A shall prepare an Opinion of Probable Construction Cost of the Schematic Design Documents. The cost estimate shall provide probable costs for both prefab and custom design options for both the restroom concession building and the Air-nasium. Should the Client determine that a custom design option is preferred, B&A shall provide a revised scope and fee to provide additional design services. Once the Opinion of Probable Cost is reviewed and accepted, a Conceptual Phasing Plan may be developed based on the Town's funding for the park.

- 2.2. Schematic Design Review Meeting** – B&A shall attend one (1) meeting to review the Schematic Design Documents. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the landscape architectural, engineering and architectural documents during the next phase of work. Major changes that represent a significant departure from the original development program established at the Kick Off meeting in Task 1.1 and 1.7 shall be provided as an additional service charged on an hourly basis. Once a major change has been incorporated into the program, the new plan including that change becomes the basis for design. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

Deliverables for Task 2.0 Schematic Design – As a result of these tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule
- One (1) 8 ½" X 11" black and white PDF of Opinion of Probable Construction Cost
- One (1) 24"X36" PDF and .dwg files of Schematic Design Plans
- Three (3) 24" X 36" hard copies of color Schematic Design Plans

- *Two (2) 11" X 17" hard copies of color Schematic Design Plans*
- *One (1) 8 ½" X 11" black and white PDF of Schematic Design Review meeting minutes*
- *One (1) 24"X36" PDF and .dwg files of Conceptual Phasing Plan (if required)*

TASK 3.0 – DESIGN DEVELOPMENT

- 3.1. Design Development** – Based on the approved Schematic Design option from Task 2, B&A shall prepare design development documents for the Client's approval. The design development documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details and diagrammatic layout of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, preliminary grading of open athletic field and conceptual storm water design/analysis, preliminary storm water calculations, preliminary grading and drainage of parking lot and connection to roadway, preliminary demolition work of existing utilities and other infrastructure and preliminary utility plan for the proposed bathroom facilities and concession stand and source for irrigation (water and sewer). The Design Development Documents shall also include outline specifications that identify major materials and establish in general their quality levels. B&A shall prepare an updated Opinion of Probable Construction Cost of the Design Development Plan Documents. B&A shall provide three (3) 24" X 36" color set of plans, sections and elevations for each area as well as PDF's and Cad files of the same.
- 3.2. Design Development Review Meeting** – If requested by the Client, B&A shall attend one (1) meeting to review the Design Development Documents. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved schematic design plans in Task 2.0 shall be provided as an additional service. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.
- 3.3. Town of Miami Lakes Site Plan Approval** – If requested by the Client, B&A shall attend one (1) Site Plan Pre-Application meeting with Town staff. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.

Deliverables for Task 3.0 Design Development – As a result of the above tasks, B&A shall deliver the following:

- *One (1) 24" X 36" PDF and .dwg files of Design Development Drawings*
- *Three (3) 24" X 36" hard copies of Design Development Plans*
- *Two (2) 11" X 17" hard copies of Design Development Plans*
- *One (1) 8 ½" X 11" black and white PDF of Updated Project Development Schedule*
- *One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost*
- *One (1) 8 ½" X 11" black and white PDF of Design Development Review meeting minutes*
- *One (1) 8 ½" X 11" black and white PDF of Miami Lakes Site Plan approval meeting minutes*

TASK 4.0 – CONSTRUCTION DOCUMENTS

- 4.1. 50% Construction Drawings** – Based on the approved Design Development drawings by the Client, direction provided at the associated review meeting and site plan approval process, B&A shall proceed expeditiously to develop the construction documents (CD's) to approximately 50% completion including architectural, structural, electrical, plumbing, civil, and landscape plans.

- 4.2. 50% Construction Drawings Review Meeting** – If requested by the town, B&A shall attend one (1) meeting to review the 50% CD's. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved Design Development drawings in Task 3.0, shall be provided as an additional service. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.
- 4.3. 90% Construction Drawings** – Based on comments received and direction given on the 50% CD's, B&A shall further develop the project design elements to the 90% completion level. The resulting 90% plans shall be suitable for submission to permitting agencies.
- 4.4. 90% Technical Specifications** – B&A shall prepare and provide to the Client draft technical specification sections associated with the project work for Client review and comment. Client shall provide one (1) consolidated list of comments to be incorporated into the 100% Technical Specifications.
- 4.5. 90% Construction Drawings Review Meeting** – If requested by the town, B&A shall attend one (1) meeting to review the 90% CD's. The Client shall provide B&A one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the approved 50% CD's shall be provided as an additional service. B&A shall prepare and distribute meeting minutes. Client shall review and approve minutes prior to distribution.
- 4.6. 100% Construction Drawings** – Based on comments received and direction given on the 90% CD's and the Town's reviewers, B&A shall finalize the project design elements to the 100% completion level and a permit ready set of plans. B&A shall prepare an Opinion of Probable Construction Cost of the 100% plan documents.
- 4.7. 100% Technical Specifications** – Based on comments received from the Client, B&A shall finalize technical specification sections associated with the project work. Scope includes preparation of technical specifications, which shall be technical in nature, not including Division 100 or other contractual terms and conditions that conflict with the Client's standard construction contracts.

Deliverables for Task 4.0 Construction Documents – As a result of the above tasks, B&A shall deliver the following:

- One (1) 24" X 36" PDF and .dwg files of 50% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 50% Construction Drawings
- Two (2) 11" X 17" black and white hard copies of 50% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF of Updated Opinion of Probable Construction Cost of 50% plans
- One (1) 24" X 36" PDF and .dwg files of 90% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 90% Construction Drawings
- Two (2) 11" X 17" black and white hard copies of 90% Construction Drawings
- One (1) 8 ½" X 11" black and white PDF set of 90% Technical Specifications
- One (1) 24" X 36" PDF and .dwg files of 100% Construction Drawings
- Three (3) 24" X 36" black and white hard copies of 100% Construction Drawings
- Two (2) 11" X 17" black and white hard copies of 100% Construction Drawings

- One (1) 8 ½" X 11" black and white PDF of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF copy of Updated Opinion of Probable Construction Cost of 100% plans
- One (1) 8 ½" X 11" black and white PDF of review meeting minutes at 30%, 60% and 90% and permit review meetings
- One (1) 8 ½" X 11" black and white PDF Updated Project Development Schedule

TASK 5.0 – PERMIT REVIEW

5.1. Permit Review – B&A shall make submittals for the required permit reviews outside the Town of Miami Lakes. These shall include but not be limited to:

- ERP Storm Water Permit by SFWMD
- Water and Sewer Agreement by WASD
- Water Permit - Miami Dade County Health Department
- Sewer Permit – Miami Dade County
- Sewer Allocation – Miami Dade County
- Miami Dade County Public Works
- Miami Dade County School Board

After completion of the permit review process from outside agencies, the design team shall coordinate with the Client for a meeting with Town reviewers for all disciplines. B&A shall lead the discussions in this meeting and record any comments or concerns from the Town's reviewers and the design team shall promptly address any issues in order to obtain plans approvals to enable the selected contractor to submit for and pull the permits following execution of the contract for construction.

5.2. Resubmittals – B&A shall provide written responses to comments and provide signed and sealed drawings of changes associated with resolving a comment.

Deliverables for Task 5.0 Permit Review – As a result of the above tasks, B&A shall deliver the following:

- One (1) 24" X 36" black and white PDF and .dwg files of all revised construction documents
- Three (3) 24" X 36" black and white signed and sealed sets of all revised drawings
- Two (2) 11" X 17" black and white hard copies of all revised Construction Drawings
- One (1) 8 ½" X 11" black and white PDF copy of written responses to building department comments on all drawings.
- One (1) 8 ½" X 11" black and white PDF copy of written responses to agencies reviewing the plans

TASK 6.0 – BIDDING AND AWARD SERVICES

6.1. Suggested Contractor List - B&A shall provide the Client with a list of potential contractors suitable for the project scope of work.

6.2. Bidding Requests for Information (RFI's) – B&A shall prepare responses to questions from prospective bidders related to design issues and provide clarifications and interpretations of the bidding documents to the Client.

6.3. Pre Bid Meeting for Proposers – B&A shall attend one (1) pre-bid conference organized by the Client. B&A shall not be responsible for advertising or arranging for the location of the pre bid meeting.

Deliverables for Task 6.0 Bidding and Award Services – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" x 11" list of potential contractors.
- One (1) 8 ½" X 11" black and white PDF of responses to Contractor's questions

TASK 7.0 – CONSTRUCTION ADMINISTRATION SERVICES

7.1. Submittal Review – B&A shall review and comment on shop drawings, samples, and other data and reports, which the selected Contractor is required to submit for review. This review shall only be for conformance with the design concept of the project and compliance with the information provided in the Contract Documents. Such review shall not extend to methods, means, techniques, construction sequence(s), procedures, or to safety precautions and related programs. Review shall be conducted within ten (10) working days of submittal of shop drawings. It is assumed that the shop drawings shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange). B&A shall review proposed Contractor substitutions, but shall not be responsible for providing or researching technical data and information related to such substitutions. Contractor to provide all support data and information for proposed substitutions.

7.2. Responses to RFI's – B&A shall respond to and provide clarifications and interpretations of the Contract Documents as needed and requested within five (5) working days by the Contractor or the Client. It is assumed that RFI's shall be handled through digital means such as e-mail or contractor managed/initiated third party construction management web site (such as Submittal Exchange).

7.3. Site Visits and Meetings – B&A shall perform site visits up to four (4) times per month in conjunction with on-site/project meetings during the construction phase. (Estimated construction period of 8 months = 32 site visits/meetings) During the site visits, B&A shall become familiar with the progress and quality of the Contractor's work and to determine if said work is generally proceeding in accordance with the Contract Documents and also be present to discuss issues or topics on site. Site visits shall be summarized by a detailed field report that outlines observations, activities and any work determined to be in non-conformance with the Contract Documents. B&A shall not be responsible for scheduling or coordinating meetings with the contractor or for producing minutes of contractor arranged meetings afterwards.

7.4. Substantial Completion Walkthrough – Upon notice from Contractor of completion of work B&A shall visit the site one (1) time to conduct a Substantial Completion Site Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and shall provide a punch list of outstanding issues that need to be completed/corrected. If the Contractor requires more than five (5) partial completion approvals, B&A shall bill additional site visits to the Client to perform such partial inspections on an hourly basis. This service shall be completed in addition to Site Visits and Meetings.

7.5. Final Completion Walk Through – Upon notice from Contractor of completion of work and a final inspection has been complete by the Town's Building Department, B&A shall visit the site one (1) time to conduct/complete a Final Completion Inspection to determine if the completed work by the Contractor is in general accordance with Contract Documents and that all punch list items have been resolved. B&A shall provide a Final Completion Notice to the Client once the project is deemed to be in full accordance with the Contract Documents. This service shall be completed in addition to Site Visits and Meetings. **Additional inspections or walk-throughs** required due to contractors inability to complete all punch list items the first time and in no way due to the actions or omissions of the Consultant shall be billed to the Client on an hourly basis in accordance with

those rates stated in the attached Fee Proposal. Once the Contractor has provided a full copy of all as built plans, warranty and product information documents and maintenance manuals, the Consultant shall provide same such documents to the Client.

Deliverables for Task 7.0 Construction Administration Services – As a result of the above tasks, B&A shall deliver the following:

- One (1) 8 ½" X 11" black and white PDF of each reviewed submittal
- One (1) 8 ½" X 11" black and white PDF of responses to RFI's
- One (1) 8 ½" X 11" black and white PDF of all Field Reports (total 32)
- One (1) 8 ½" X 11" black and white PDF of Substantial Completion Punch List

PART III COMPENSATION

Tasks 1.0 through 7.0 – The fees for design services for Tasks 1.0 through 7.0 are as follows:

Task 1.0	Kick off and Data Collection	\$ 15,082.00	Lump Sum
Task 2.0	Schematic Design	\$ 46,740.00	Lump Sum
Task 3.0	Design Development	\$ 64,491.00	Lump Sum
Task 4.0	Construction Documents	\$ 139,038.00	Lump Sum
Task 5.0	Permit Review	\$ 19,260.00	Lump Sum
Task 6.0	Bidding and Award Services	\$ 13,843.00	Lump Sum
Task 7.0	Construction Administration Services	\$ 74,044.00	T&M

Sub-Total	\$ 372,498.00
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Reimbursable Expenses:

Optional Surveying Services (Gibbs Land Surveyors)	\$ 37,100.00	Lump Sum
Optional Geotechnical Services (Geosol)	\$ 15,981.00	Lump Sum

Printing and travel expense costs are included in the above fees to provide described deliverables and meetings. Additional prints and travel expenses for additional deliverables, meetings or site visits requested by the Client shall be billed at cost as an additional reimbursable expense.

PART IV SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by B&A as an additional service if requested:

1. Entry and wayfinding signage design (scope includes developing an overall site signage location plan)
2. Additional meetings to the meetings described above
3. Additional or alternate design concepts after Schematic Plan is approved
4. Providing technical data for Contractor proposed substitutions
5. Meetings or presentations with neighborhood groups, residents or elected officials
6. Application fees for all permit applications
7. Land use changes, rezoning or special use permits
8. Any permitting associated with wetland impacts, protected species or hazardous materials
9. Any public involvement meetings, hearings or presentations
10. Aerials
11. Underground mapping
12. Any work associated with off-site utilities

13. Evaluation of the qualifications of bidders or persons providing proposals
14. LEED/Green Building Design Certification (assumes restroom/concession building does not meet threshold)
15. Low voltage structured cabling system design for telephone, data and security systems
16. Material testing
17. Environmental permitting,(includes Wetland Permitting, US Army Corps of Engineering Permitting, Water Side Permitting or Phase 1 or 2 Environmental Permitting)
18. Threshold or Special Inspections
19. Expert Testimony
20. CAD or .dwg produced files of Contractor provided as-built plans.
21. Bid tabulation form or calculations
22. Addenda during bidding

TOWN OF MIAMI LAKES

Consultant Fee Proposal Worksheet

Consultant Name: **Bermello Ajamil**

Contract No.:

Date: 3/21/2018

Work Order No: **N/A**Project: **Town of Miami Lakes Optimist Park REVISION 3**Project No.: Description: **Optimist Park Fee Schedule**

STAFF CLASSIFICATION

Job Classification Assigned Staff Approved Rate	Project Director R. Hollingworth Rate: \$72.12		Project Manger K. Olney Rate: \$56.12		Landscape Designer T. Nuno Rate: \$37.11		Senior Engineer M. Zapata Rate: \$55.29		Engineer C. Saltos Rate: \$37.33		Sr. Architect T. Osborn Rate: \$64.58		Architect I. Dixon Rate: \$ 37.33		Clerical Rate: \$ 24.00		Staff Hours	Salary	Average
	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	Man hours	Cost/ Task	By Task	Cost By Task	Rate Per Task
1 Kick Off / Data Collection	7	\$505	10	\$561	35	\$1,299	8	\$442	12	\$448	16	\$1,033	5	\$187	3	\$72	91	\$4,547.10	\$49.97
2 Schematic Design	12	\$865	10	\$561	60	\$2,227	43	\$2,377	50	\$1,867	16	\$1,033	60	\$2,240	3	\$72	194	\$11,242.29	\$57.95
3 Design Development	7	\$505	19	\$1,066	75	\$2,783	50	\$2,765	55	\$2,053	45	\$2,906	60	\$2,240	3	\$72	254	\$14,389.92	\$56.65
4 Construction Drawings	28	\$2,019	80	\$4,490	165	\$6,123	110	\$6,082	78	\$2,912	25	\$1,615	50	\$1,867	22	\$528	508	\$25,634.75	\$50.46
5 Permit Review	3	\$216	11	\$617	34	\$1,262	64	\$3,539	10	\$373	6	\$387	10	\$373	2	\$48	130	\$6,816.06	\$52.43
6 Bidding and Contract Award	7	\$505	13	\$730	38	\$1,410	4	\$221			4	\$258	9	\$336	3	\$72	69	\$3,532.03	\$51.19
7 Construction Administration	16	\$1,154	184	\$10,326	115	\$4,268	40	\$2,212	13	\$485	60	\$3,875	50	\$1,867	35	\$840	463	\$25,025.84	\$54.05
9																			\$244,292.63
10																			
11																			
12																			
13																			
14																			
15																			
16																			
17																			
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26																			
27																			
Total Staff Hours	80		327		522		319		218		172		244		71		1,709		
Total Staff Cost		\$5,769.60		\$18,351.24		\$19,371.42		\$17,637.51		\$8,137.94		\$11,107.76		\$9,108.52		\$1,704.00		\$91,187.99	\$53.36

Total % of Work by Position 4.7% 19.1% 30.5% 18.7% 12.8% 10.1% 4.2%

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 enter:

Estimate of Principal's Fee

Total hours / hour = \$ -

Notes:

- This sheet is to be used by Prime Consultant to calculate the Grand Total Fee and one is to be used for each Subconsultant
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden
- Where applicable the basis for work activity descriptions shall be the FICE/FDOT Standard Scope and Staff Hour Estimation Handbook.
- 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 2.679

Subconsultant: **TRC (Structural)**
Subconsultant: **K. DiDonato (Irrigation)**
Subconsultant: **Delta G (MEP)**
Subconsultant: **US Cost (Cost Estimating)**
Principal's Fee (Name of Principal)

2 - SUBTOTAL ESTIMATED FEE:

Geotechnical Field/Lab Testing: **Geosol (Geotechnical)**
Survey Fee (or Survey Crew Fee): **Gibbs Surveying (Survey)**
Other Misc. Fee:

3 - SUBTOTAL ESTIMATED FEE:

Additional Services (Allowance)
Reimbursables (Allowance)

GRAND TOTAL ESTIMATED FEE:

\$244,292.63

\$15,800.00

\$8,000.00

\$39,000.00

\$65,406.00

\$ -

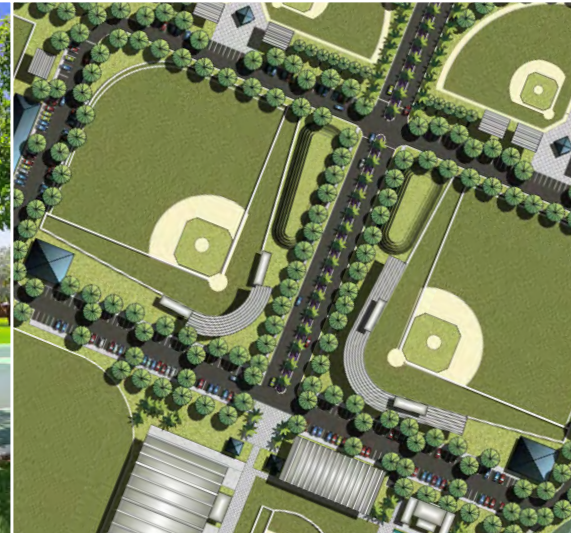
\$372,498.63

\$15,981.00

\$ 37,100.00

\$425,579.63

\$425,579.63



TOWN OF MIAMI LAKES

Design Services for Miami Lakes Optimist Park

RFQ No. 2018-06 | January 12, 2018

BA Bermello Ajamil & Partners

COPY





January 12, 2018

The Town of Miami Lakes
6601 Main Street
Miami Lakes, Florida 33014

RE: RFQ #2018-06, Design Services for Miami Lakes Optimist Park

Dear Selection Committee:

Bermello Ajamil & Partners, Inc. (B&A) is pleased to provide its qualifications for Design Services for Miami Lakes Optimist Park.

THE RIGHT TEAM

In response to your specific needs, we have assembled an exceptionally experienced team of licensed Landscape Architects, Engineers, and Architects, that we believe have the unparalleled local knowledge and experience necessary to meet all of the Town's needs.

Our team has in-depth experience with similar types of projects; and therefore, understands how to tackle projects of this size and complexity. Our experience includes the design and renovation of recreational facilities, design and planning of parks and open spaces, street beautification projects, public involvement, and civil engineering services.

Mr. Kirk J. Olney, RLA will serve as the Project Manager for duration of this project. His contact information is as follows: Kirk J. Olney, RLA, Project Manager, BA@bermelloajamil.com, (T) 305.859.2050. Mr. Olney has more than 20 years experience as a Registered Florida Landscape Architect with extensive experience in managing landscape architectural and multi-disciplinary design, production and construction projects. He also has experience preparing and submitting applications to regulatory agencies and responding to comments accordingly to obtain required permits.

Along with B&A, each of the firms selected for our team understands how to tackle projects from conceptual design through construction. Moreover, our team is a collection of highly qualified local talent, representing some of the most prominent consulting firms in their respective fields of expertise. The B&A team includes a group of local subconsultants with long standing working relationships that complement our capabilities and ability to provide the following services noted in the RFQ.



The B&A team will be providing the following services:

Bermello Ajamil & Partners, Inc.

**Architecture
Landscape Architecture
QA/QC
Civil Engineering
Construction Administration**

Musco Sports Lighting, LLC

Sports Lighting Advisor

Power & Lighting Systems, Inc.

Lighting Specialist

Delta G Consulting Engineers, Inc.

MEP/Fire Engineering

TRC Worldwide Engineering, Inc.

Structural Engineering

Geosol, Inc.

Geotechnical Engineering

Kenneth DiDonato, Inc.

Irrigation Design

Stephen H. Gibbs Land Surveying

Land Surveying

CMS - Construction Management Services, Inc.

Cost Estimating

Energy Cost Solutions Group, LLC

LEED Consulting

E Sciences, Inc.

Arborist

I will serve as the Partner-in-Charge for this pursuit, and Mr. Kirk Olney as the direct contact between our team and the Town for the duration of this contract.

WHY THE B&A TEAM?

Our team offers the Town of Miami Lakes the following benefits:

- An experienced local team consisting of licensed and registered professionals experienced in providing A/E services to a variety of South Florida municipalities
- An established team ready to assist The Town of Miami Lakes staff and provide critical and direct responses as necessary
- A financially sound firm with considerable technical professional resources

B&A is confident that our team will offer the Town not only its award-winning talent and responsive service, but also the added advantage of prior experience and familiarity. We look forward to the opportunity to serve the Town of Miami Lakes again and thank you for your consideration.

Respectfully,

Randy P. Hollingworth
Partner-in-Charge, Vice President
Director of Planning, Landscape Architecture and Urban Design
Bermello Ajamil & Partners, Inc.

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SECTION 1

Request for Qualifications Proposal Cover Letter

RFQ TITLE: Design Services for Miami Lakes Optimist Park

RFQ No. : 2018-06

Proposer Information

Name: Bermello Ajamil & Partners, Inc.

Address: 2601 South Bayshore Drive, Suite 1000, Miami, FL 33133

FEIN #: 59-1722486 Florida Corporation No.: 528526

Proposer's Contact Person Information

Name: Kirk J. Olney, RLA

Title: Project Manager

Telephone #: 305.859.2050 E-Mail: BA@bermelloajamil.com

Certification of Compliance with Minimum Qualification Requirement(s)

By signing below the Proposer certifies that it meets the minimum requirements set forth in the RFQ.

Proposer's Authorized Representative:

Name: Randy P. Hollingworth

Title: Partner, Vice President Director of Planning, Landscape Architecture and Urban Design

Signature: 

Date: January 4, 2018

Request for Qualifications Proposal Narrative Form

RFQ Title: Design Services for Miami Lakes Optimist Park

RFQ Number: 2018-06

Name of Proposer: Bermello Ajamil & Partners, Inc.

In the space provided below respond to the requirements for the Narrative by explaining the specific reasons why the Proposer is the most qualified and best choice to be awarded this Project.

Bermello Ajamil & Partners, Inc. (B&A) is one of the top international Landscape Architecture, Architecture, Engineering, Planning, Interior Design and Construction Services firms. Headquartered in Miami, the firm operates on six continents from its offices in Florida, New York, and Denmark and is recognized for its award-winning designs and extraordinary service of over our 75 years of experience.

B&A's Landscape Architectural Design Studio focuses on providing our Clients with innovative and sustainable design solutions that celebrate and compliment the natural and built environment. Our team brings expertise in many facets of design and development including master planning, defining community aesthetics and enhancements, planning and design of parks and recreational complexes, open spaces, and municipal facilities.

Additionally, our in-house engineering group offers multiple services ranging from civil and environmental engineering to construction engineering inspection. Our staff knows that roadways to water and sewer facilities are key to the quality of life we all enjoy in our communities. B&A specializes in providing reliable, innovative engineering design services that both solve today's challenges and are flexible enough to meet tomorrow's needs.

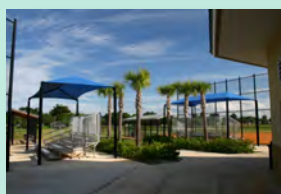
Whether we are revitalizing parks and open spaces, urban streetscapes, or creating wildlife habitats, we undertake all of our projects with a keen understanding of the individual and unique characteristics of each site and each Client. The B&A team has worked for over 50 municipalities throughout South Florida on a wide range of public projects ranging from sports fields to community centers. We presently have more than 30 continuing services contracts with Municipalities from Key West to Palm Beach for landscape and engineering professional services.

WHY THE B&A TEAM?



The B&A Landscape Architecture and Urban Design Team are dedicated to delivering unique projects that respond to the needs of our Client and provide a contemporary response to the historical, cultural and environmental attributes of a site. We have extensive experience in Park and Sports Facility planning, design and construction.

George Brummer Park, Pompano Beach, Florida



We are committed to achieving our Client's goals. Responding to community character and responsibly using natural resources are all integral parts of the design process on every project. Creating projects which are sustainable and can survive the test of time is a crucial objective of our work. We will work "WITH" the Town to achieve "YOUR" goals.

Palmetto Bay Park, Village of Palmetto Bay, Florida



Company Profile and Declaration

Solicitation Name: Design Services for Miami Lakes Optimist Park

Solicitation Number: 2018-06

Submitted By: Bermello Ajamil & Partners, Inc.

(Respondent Firms’ Legal Name)

Bermello Ajamil & Partners, Inc.

(Respondent D/B/A Name, if used for this Project)

Randy P. Hollingworth, Partner, Vice President, Director of Planning, Landscape Architecture and Urban Design

(Name and Title of Officer Signing the Submittal for the Respondent)

N/A

(Contact Name, if different from Officer)

2601 South Bayshore Drive, Suite 1000

(Street Address)

Miami, FL 33133

(City/State/Zip Code)

BA@bermelloajamil.com

(Email Address)

305.859.2050

(Phone Number)

Declaration

I, Randy P. Hollingworth hereby declare that I am the
Print Name
Partner, Vice President, Director of Planning,
Landscape Architecture and Urban Design of Bermello Ajamil & Partners, Inc.
Title Name of Company

the (“Respondent”) submitting the Company Profile and Declaration, and that I am duly authorized to sign this Company Profile and Declaration on behalf of the above-named company; and that all information in this Company Profile and Declaration and other information and documents submitted in response to this RFQ are, to the best of my knowledge, true, accurate, and complete as of the submission date.





The Respondent further certifies as follows:

1. This Company Profile and Declaration is submitted as part of the Respondent's submittal ("Submittal") in response to the above stated RFQ issued by the Town of Miami Lakes;
2. Respondent has carefully examined all the documents contained in the RFQ and understands all instructions, requirements, specifications, terms and conditions, and hereby offers and proposes to furnish the products and/or services described herein at the prices, fees and/or rates quoted in the Respondent's Submittal, and in accordance with the requirements, specifications, terms and conditions, and any other requirements of the RFQ Documents;
3. This Submittal is a valid and irrevocable offer that will not be revoked and shall remain open for the Town's acceptance for a minimum of 120 days from the date Submittals are due to the Town, to allow for evaluation, selection, negotiation, and any unforeseen delays, and Respondent acknowledges that if its Submittal is accepted, Respondent is bound by all statements, representations, warranties, and guarantees made in its Submittal, including but not limited to, representation to price, fees, and/or rates, performance and financial terms;
4. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the requirements under this RFQ;
5. Respondent is in full compliance with all applicable Federal, State, and local laws, rules, regulations and ordinances governing its business practices;
6. All statements, information and representations prepared and submitted in response to the RFQ are current, complete, true, and accurate. Respondent acknowledges that the Town will rely on such statements, information, and representations in selecting a Respondent, and hereby grants the Town permission to contact any persons identify in this RFQ to independently verify the information provided in the Submittal;
7. Submission of a Submittal indicates the Respondent's acceptance of the evaluation criteria and technique and the Respondent's recognition that some subjective judgments may be made by the Town as part of the evaluation process;
8. No attempt has or will be made by the Respondent to induce any other person or firm to not submit a response to this RFQ;
9. No personnel currently employed by the Town participated, directly or indirectly, in any activities related to the preparation of the Respondent's Submittal;
10. Respondent has had no contact with Town personnel regarding the RFQ, the Project or evaluation of Submittals in response to this RFQ. If contact has occurred, except as permitted under the Cone of Silence, so state and include a statement identifying in detail the nature and extent of such contacts and personnel involved;
11. The Proposal submitted by the Respondent has been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or competitor; and unless otherwise required by law, the prices quoted have not been disclosed by the Respondent prior to submission of the Submittal, either directly or indirectly, to any other Respondent or competitor;



- 12. Respondent has reviewed a copy of the Contract, included as an Exhibit to the RFQ; and
- 13. Respondent is not currently disqualified, de-listed or debarred from doing business with any public entity, including federal, state, county or local public entities, or if so, Respondent has provided a detailed explanation of such disqualification, de-listing or debarment, including the reasons and timeframe.

This declaration was executed in Miami-Dade County, State of Florida on Jan. 4th 2017.

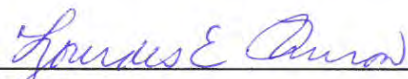


Signature

Randy P. Hollingworth

Print Name

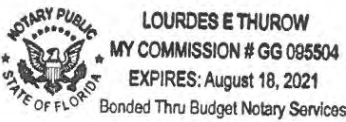
Subscribed and sworn to before me this 4th day of January, 2017.



Signature

LOURDES E THURO

Print Name



(Notary Seal/Stamp)



Request for Qualifications Qualifications of Proposer

Instructions

This form is to be completed and submitted in accordance with the requirements of the RFQ to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response as non-responsive.

RFQ Solicitation No.: 2018-06 RFQ Title: Design Services for Miami Lakes Optimist Park

Name of Proposer:

Bermello Ajamil & Partners, Inc.

Primary types of services provided (residential, residential high-rise, mixed use, offices, park facilities, gov't offices, etc.):
Architecture, Landscape Architecture, Interior Design, Urban Design/Planning, Engineering, Public Involvement & Construction Services

Type of Firm: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietor ☐ Joint Venture ☐ Other _____

Certified Small or Minority Owned Business: Yes ☒ No ☐ Issued By (name): N/A

Type of Ownership Certification(s): N/A

Is this the Proposer's Office its main office? Yes ☒ No ☐ If No, main office location: N/A

Will Proposer rely on any other branch or subsidiary office to perform the work? Yes ☐ No ☒

If yes, location of these offices: N/A

Number of years in business under current name: 26 years. If firm has undergone a name change in the past 5 years, provide prior name & number of years in business under this name (not a result of a sale of the firm):

Type and number of projects completed in the past 5 years:

Design-Bid Build: 0 Design/Build: 0 CM@Risk : 0 N/A ☒
Private Sector: 276 Federal Gov't: 0 State/County/Municipal: 208

Residential/Residential High-rise: 52 Office: 0 Mixed Use: 0
Retail: 0 LEED or Green Globe Certified Projects: 47
Other (specify): Healthcare 37, Education 12, Maritime 320

Number of Employees: 117. Licensed Architects: 11. Licensed Engineers 8.
LEED-AP Professionals 7. Licensed General Contractors 0. Licensed Surveyors 0.
CTQP Licensed Inspectors 1. Other(list) Licensed Landscape Architects: 1

Request for Qualifications

Qualifications of Proposer Form RFQ-QPR1

List, explain and provide the status of all claims, lawsuits, and judgments pending or settled within the last 5 years: (add additional pages if necessary)

SEE ATTACHED LIST ON PAGE 9

Brief History of the Firm:

In the remaining space on this page provide a brief history of the Proposer’s Firm:
Bermello Ajamil & Partners Inc. (B&A) is a global interdisciplinary A/E firm established in 1939. Offering services that include Landscape Architecture, Engineering, Architecture, Planning, Interior Design and Construction Services, B&A serves various market sectors consisting of Municipal, Maritime, Aviation, Commercial, Residential, Healthcare, Education, and Transportation. Headquartered in Miami, the firm operates on 6 continents from its offices in Florida, New York and Denmark and is highly recognized for its award-winning designs and extraordinary service of over our 75 years of experience.

Our professional staff of over 100 talented individuals is always committed to embracing the client’s vision and needs first. With an abiding promise to our clients and the communities that we serve, B&A has the unique expertise to connect projects on an intimate level and constantly evolve the quality of life in regions around the world. We have continuously developed innovative design technologies resulting in solutions that provide intelligent, sustainable and enrich the built environment. B&A has been recognized both locally and nationally with many awards and by publications some of these include:

- #3 - Top Architecture Firms 2017 - South Florida Business Journal
- #14 Top 25 Fastest Growing Companies (under \$25M) – South Florida Business Journal
- Top 100 Private Companies 2017 - South Florida Business Journal
- Top 500 Design Firms 2017 - Engineering News Record
- Top Design Firm in the Southeast 2017 - Engineering News Record
- Top 300 U.S. Architecture Firms 2017 – Architectural Record
- Top 100 Architecture/Engineering Firms 2017 – Building Design + Construction
- Top 25 Government Sector Architecture Firms 2017 – Building Design + Construction
- Top 30 Multinational Design Firms 2017 - Design Intelligence



Request for Qualifications
Qualifications of Proposer Form RFQ-QP

List below the names of owners, officers, principals, and the principal-in-charge-of the Proposer's firm together with the title and percentage of ownership (add additional pages as necessary):

NAME	TITLE	% OF OWNERSHIP
Willy A. Bermello	Chairman of the Board, Principal	45.77%
Luis Ajamil	President, CEO	45.77%
Bernard Horovitz	Sr. Vice President, Partner	1.22%
Saul Suarez	Partner	966%
Alfredo Sanchez	Partner	.61%
Raimundo Fernandez	Sr. Vice President, Partner	.61%
Diana Garcia	Sr. VP, CFO, Partner	.61%
Tere Garcia	Sr. Vice President, Partner	.61%
Jorge Ferrer	Sr. Vice President, Partner	.61%
Scott Bakos	Sr. Vice President, Partner	.61%
Mark Ittel	Sr. Vice President, Partner	.61%
Steve Pynes	Partner	.61%
Randy P. Hollingworth	Vice President, Partner	.244%
Felipe Alespeiti	Partner	.244%
Tony Hernandez	Partner	.244%
Raul Carreras	Partner	.244%
James R. Bowers	Partner	.244%
James Rowe	Partner	.159%

By signing below Proposer certifies that the information contained in Form RFQ-QPR1 is accurate and correct. Proposer further certifies that it is aware that if the Town determines that any of the information is incorrect or false the Town may at its sole discretion reject the Response as non-responsive.

By: 

Signature of Authorized Officer

Randy P. Hollingworth

Printed Name

January 4, 2018

Date

**Partner, Vice President, Director of Planning,
Landscape Architecture and Urban Design**

Title

LIST OF CLAIMS, LAWSUITS, JUDGEMENTS PENDING OR SETTLED WITHIN THE LAST 5 YEARS

Case No: 2016-026636-CA-01

Plaintiff: Bermello Ajamil & Partners, Inc.

Defendant: Rebuild Miami-Edgewater, LLC

Court and Date filed: Miami-Dade County 11th Judicial Court. 10/14/16

Case & Status: Foreclosure. Closed

We filed a construction Lien for non-payment of services rendered and have now begun foreclosure proceedings. Claims were dismissed with prejudice. **Case was settled.**

Case No: 2015-027242-CA-01

Plaintiff: Brisas Del Rio, Inc.

Defendant: Bermello, Ajamil & Partners, Inc.

Court and Date filed: Miami-Dade County 11th Judicial Circuit. 11/20/15

Cause & Status: Construction Lien. Open

This case stems from a civil matter brought by B&A (Claimant) against a Client (Brisas del Rio as Respondents) for non-payment; a collections case to settle outstanding pending invoices for Professional Services rendered by B&A. In response to B&A's Claim, the Client (Brisas del Rio) has filed a Counterclaim; the subject case brought to our attention. **A hearing is scheduled to have the counter-claim dismissed.**

Case No: 2014-005221-CA-01

Plaintiff: City of Coral Gables

Defendant: James A Cummings Inc. et al

Court and Date filed: Miami-Dade County 11th Judicial Circuit. 2/26/14

Cause & Status: Construction Defect. Closed.

This matter was initiated as a Fla. Stat. 558 notice of claim. This matter concerns claims for alleged construction defects concerning the City of Coral Gables Parking Garage No. 2 ("Museum Garage"). Attached to the Fla. Stat. 558 claim is a defect report prepared by Rimkus Consulting Group, Inc. As the report details, there are water leaks and corrosion is found throughout the fire suppression system of the parking garage. Basically, this claim is about leaking and corroding pipes. The defect report attached to the notice of claim characterized the leaking/corroding pipe as a construction and installation defect as opposed to a design defect. The City of Coral Gables filed a lawsuit but never served it as it was in direct negotiation with James A. Cummings, Inc. the general contractor. After a lengthy negotiation, the City of Coral Gables settled its claim with James A. Cummings, Inc. The City of Coral Gables filed a notice of dismissal with prejudice as to all claims against all the defendants, specifically including B&A. **B&A was dismissed with prejudice from this matter without having to have contributed in any way to a settlement.**



RANDY HOLLINGWORTH | PARTNER-IN-CHARGE

BENEFITS TO THE TOWN OF MIAMI LAKES

- Mr. Hollingworth has more than 30 years of experience as an urban and landscape designer
- Comprehensive understanding of the needs and requirements of various land uses
- Has developed master plans and design guidelines for a parks, open spaces, streetscapes, commercial, and retail areas, office parks and residential communities

EDUCATION

Master of Landscape Architecture in Urban Design, Harvard University, 1984

Bachelor of Landscape Architecture, University of Guelph, 1978

PROFESSIONAL AFFILIATIONS

Smart Growth Partnership

YEARS OF EXPERIENCE

30+

YEARS WITH B&A

11

YEARS AS PARTNER-IN-CHARGE

4



EXPERIENCE

- Beautification Master Plan, Miami Lakes, FL
- George Brummer Park, Pompano Beach, FL
- East Atlantic Boulevard Streetscape Improvements, Pompano Beach, FL
- South City Beach Park Master Plan, Hallandale Beach, FL
- B.F. James Park & Aquatic Facility, Hallandale Beach, FL
- Sullivan Park, Deerfield Beach, FL
- Wittkop Park, Homestead, FL
- Joseph Scavo Park, Hallandale Beach, FL
- Key Tree Cactus Preserve, Village of Islamorada, FL
- Margaret Pace Park & Waterfront Promenade, Miami, FL
- Parks, Recreation and open spaces (PROS) Coastal South, Miami, FL
- Parks, Recreation and open spaces (PROS) Region A, Miami, FL
- Intracoastal Parks, Sunny Isles Beach, FL
- Peace Park (Aventura Waterfront), Aventura, FL
- Truman Waterfront Park & Master Plan, Key West, FL
- James Archer Smith Park, Homestead, FL
- West Drive Park, North Bay Village, FL
- N.E. 188th Street Roadway Widening & Streetscape, Aventura, FL
- Arlen House Streetscape, Sunny Isles Beach, FL
- 95th Street Streetscape Improvements, Surfside, FL
- Fort Lauderdale Landscape Architect Continuing Services Fort Lauderdale, FL
- Beach Plaza Re-Development and Public Beach Revitalization Design Pompano Beach, FL
- Pompano Beach Beach Library, Pompano Beach, FL
- Port Tampa Bay Channelside Master Plan, Tampa, FL



Palmetto Bay Park - Village of Palmetto Bay, FL
© 2017 Bermello Ajamil & Partners, Inc.

Request for Qualifications Qualifications of Proposer's Team

Instructions

This form is to be completed and submitted RFQ in accordance with the requirements to which your firm is responding. Do not leave any blanks or fail to provide any information or details that are required. Failure to submit this form or the use of any other form will result in the rejection of a proposal as non-responsive. The failure to provide the information or details required by the form may result in the rejection of a Response a non-responsive.

RFQ Solicitation No.: 2018-06 RFQ Title: Design Services for Miami Lakes Optimist Park

Name of Proposer: Bermello Ajamil & Partners, Inc.

Subconsultants:

Name of Firm	Office Location: City/State	Discipline(s) to be provided	License No.	LEED Certified Staff	
<u>Musco Sports Lighting, LLC</u>	<u>Oskaloosa, IA</u>	<u>Electrical Contractor/ Sports Lighting</u>	<u>ECA000891</u>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<u>Power & Lighting Systems, Inc.</u>	<u>Miami, FL</u>	<u>Lighting Specialist</u>	<u>669273</u>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<u>Delta G Consulting Engineering, Inc.</u>	<u>Ft. Lauderdale, FL</u>	<u>MEP/F Engineering</u>	<u>9181</u>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<u>TRC Worldwide Engineering, Inc.</u>	<u>Plantation, FL</u>	<u>Structural Engineering</u>	<u>27322</u>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<u>Geosol, Inc.</u>	<u>Miami Lakes, FL</u>	<u>Geotechnical Engineering</u>	<u>8530</u>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<u>Kenneth DiDonato, Inc.</u>	<u>Hollywood, FL</u>	<u>Irrigation</u>	<u>20892</u>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<u>Stephen H. Gibbs Land Surveyors, Inc.</u>	<u>Hollywood, FL</u>	<u>Land Surveying</u>	<u>LB7018</u>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<u>CMS-Construction Management Services, Inc.</u>	<u>Deerfield Beach, FL</u>	<u>Cost Estimating</u>	<u>N/A</u>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<u>Energy Cost Solutions Group LLC (ECSG)</u>	<u>Miami Beach, FL</u>	<u>LEED Consulting</u>	<u>N/A</u>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<u>E Sciences, Inc.</u>	<u>Miami, FL</u>	<u>Arborist</u>	<u>8691</u>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

RFQ-QT

Request for Qualifications Qualifications of Proposer's Team

Key Personnel

Only include personnel who will play a key role in the Work. Do not include personnel for positions such as CADD Technicians, Inter or Associate level staff, and other similar support personnel. As stipulated in the RFQ a 1 page resume is to be included for each of the key personnel. For Miscellaneous Services Agreements the Project Manager will be the lead point of contact for the Town.

Name	Role	Name of Firm	License No.	Years Experience	Years with Firm	LEED Certified
Kirk J. Olney, RLA	PM/Landscape Architect	Bermello Ajamil & Partners, Inc.	LA0001705	21	5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Randy P. Hollingworth	Partner-in-Charge	Bermello Ajamil & Partners, Inc.	N/A	30	11	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Todd Osborn, RA NCARB, LEED AP	Architect of Record	Bermello Ajamil & Partners, Inc.	AR92877	28	22	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Scott Bakos	Architectural Designer	Bermello Ajamil & Partners, Inc.	N/A	27	22	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Jorge Ferrer	QA/QC	Bermello Ajamil & Partners, Inc.	N/A	25	24	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Maria Zapata, PE	Civil Engineer	Bermello Ajamil & Partners, Inc.	54567	26	3	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Ulises Torres	Construction Administration	Bermello Ajamil & Partners, Inc.	N/A	23	17	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Jody Price	PM/Sports Lighting Specialist	Musco Sports Lighting, LLC	N/A	12	12	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Jason Frucht	Sports Lighting Specialist Sales Rep	Musco Sports Lighting, LLC	N/A	16	11	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
April Sharp, PE LEED AP	Lighting Expert	Power & Lighting Systems, Inc.	60623	18	5	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Steven Bender, PE LEED AP	Mechanical Engineer	Delta G Consulting Engineers, Inc.	58998	26	15	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bryce Toolan	Electrical Designer	Delta G Consulting Engineers, Inc.	N/A	23	14	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Ricardo Torres	Plumbing Designer	Delta G Consulting Engineers, Inc.	N/A	30	4	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

RFQ-QT

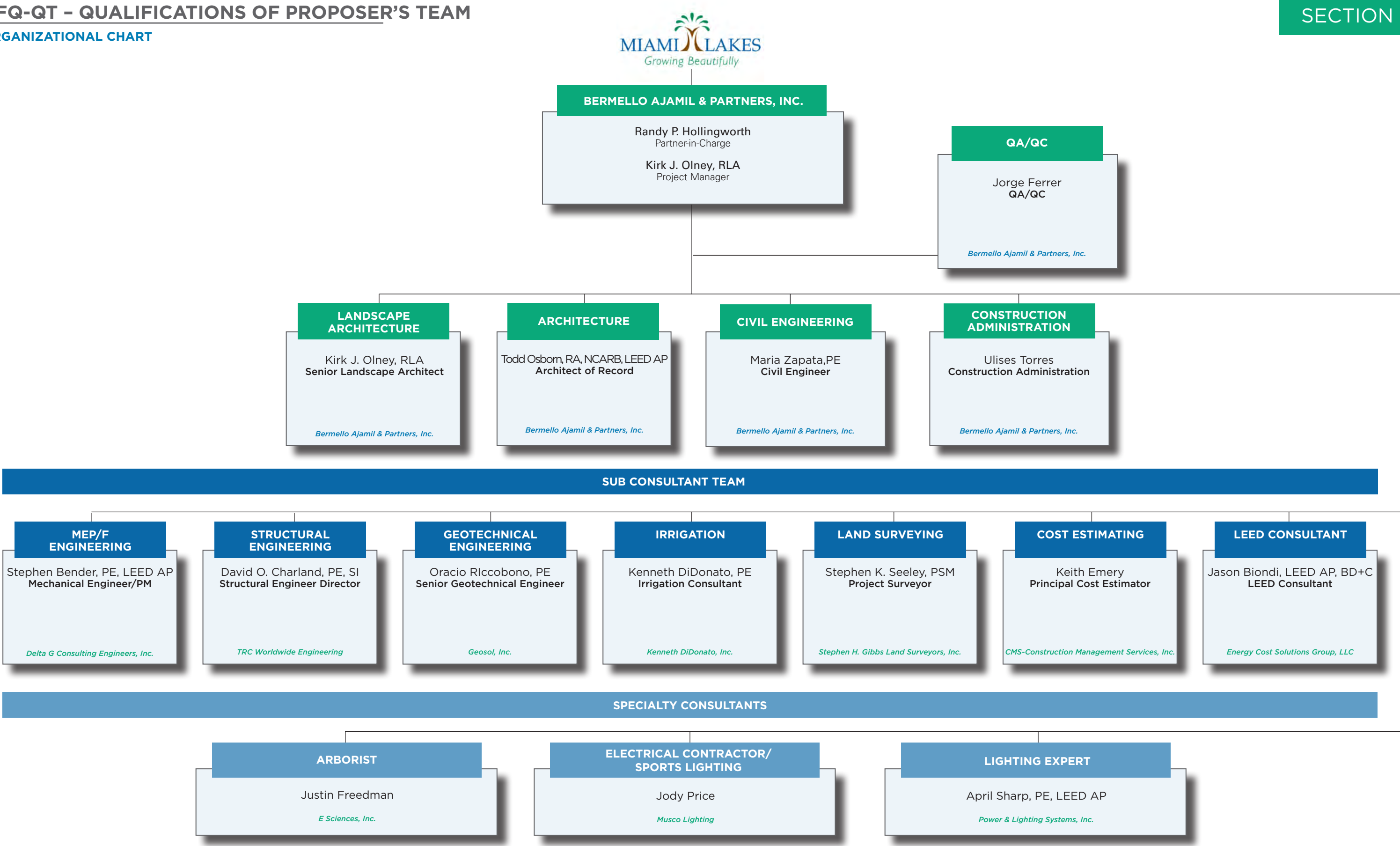
Request for Qualifications Qualifications of Proposer's Team

Key Personnel

Only include personnel who will play a key role in the Work. Do not include personnel for positions such as CADD Technicians, Inter or Associate level staff, and other similar support personnel. As stipulated in the RFQ a 1 page resume is to be included for each of the key personnel. For Miscellaneous Services Agreements the Project Manager will be the lead point of contact for the Town.

Name	Role	Name of Firm	License No.	Years Experience	Years with Firm	LEED Certified
Jorge Bahamonde	Fire Protection Engineer	Delta G Consulting Engineers, Inc.	N/A	13	15	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
David Charland, PE, SI	Structural Engineer Director	TRC Worldwide Engineering	8802	54	50	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Nitin Ranadive, PE	Structural Engineer	TRC Worldwide Engineering	81459	33	2.5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Oracio Riccobono, PE	Lead Geotechnical Engineer	Geosol, Inc.	49324	31	7	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Kenneth DiDonato, PE	Irrigation Consultant	Kenneth DiDonato, Inc.	20892	39	37	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Stephen K. Seeley, PSM	Project Surveyor	Stephen H. Gibbs Land Surveyors, Inc.	LS4574	40	10	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Keith Emery	Principal Cost Estimator	CMS - Construction Management Services, Inc.	N/A	41	52	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Jason Biondi, LEED AP, BD+C	LEED Consultant	Energy Cost Solutions Group LLC (ECSG)	N/A	13	9	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Justin Freedman	Arborist	E Sciences, Inc.	N/A	10	15	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>
						Yes <input type="checkbox"/> No <input type="checkbox"/>

PROJECT NAME	SERVICES / DESCRIPTION	TEAM / ROLE														
		Randy P. Hollingworth Principal-in-Charge (B&A)	Kirk Olney P/M/Landscape Architect (B&A)	Jorge Ferrer QA/QC (B&A)	Todd Osborn Architect of Record (B&A)	Scott Bakos Architectural Designer (B&A)	Maria Zapata Civil Engineer (B&A)	Ulises Torres Construction Administration (B&A)	Stephen Bender Mechanical Eng. (Delta G)	April Sharp Lighting Expert (Power & Lighting Systems, Inc.)	Oracio Riccobono Geotechnical Eng. (Geosol)	Kenneth DiDonato Irrigation (Kenneth DiDonato, Inc.)	Stephen Seeley Surveyor (Gibbs Land Surveyors, Inc.)	Keith Emery Cost Estimator (CMS)	Justin Freedman Arborist (E Sciences)	David Charland Structural Eng. (TRC)
Sullivan Park Final Cost = \$4.5 Million (construction)	Landscape Architecture, Master Planning & Architecture, Cost Estimating, Irrigation, MEP Engineering, Structural Engineering, Arborist	<div></div>	<div></div>		<div></div>	<div></div>	<div></div>	<div></div>	<div></div>			<div></div>		<div></div>	<div></div>	<div></div>
George Brummer Park Final Cost = \$2.5 Million (construction)	Landscape Architecture, Master Planning, Architecture, Civil Engineering & CA, MEP, Structural, Cost Estimating	<div></div>		<div></div>	<div></div>	<div></div>										
Highlands Community Center Final Cost = \$1 Million (construction)	Landscape Architecture, Master Planning, Architecture, Civil, Structural, CA, Cost Estimating	<div></div>	<div></div>		<div></div>	<div></div>		<div></div>						<div></div>		<div></div>
Gaines Park Community Center Final Cost = \$3 Million (construction)	Landscape Architecture, Master Planning, Architecture, Civil Engineering & CA	<div></div>		<div></div>		<div></div>		<div></div>								
BF James Park Final Cost = \$2.5 Million (construction)	Landscape Architecture, Master Planning & Architecture, Irrigation, Surveying	<div></div>	<div></div>			<div></div>						<div></div>	<div></div>			
Joseph Scavo Park Final Cost = \$2.7 Million (construction)	Landscape Architecture, Master Planning, Architecture, Civil Engineering & CA, Irrigation	<div></div>	<div></div>			<div></div>	<div></div>					<div></div>				
Aventura Community Center Final Cost = \$2.7 Million (construction)	Landscape Architecture, Master Planning, Architecture, Civil Eng, CA, MEP, Struct. Eng. Geotech.Eng. Cost Estimating	<div></div>							<div></div>		<div></div>			<div></div>		<div></div>
Truman Waterfront Park Final Cost = \$23 Million (construction)	Landscape Architecture, Master Planning & Architecture, Civil Engineering, Environmental Engineering, Irrigation, Lighting	<div></div>	<div></div>		<div></div>	<div></div>	<div></div>			<div></div>		<div></div>			<div></div>	
Wittkop Park Final Cost = \$2.6 Million (construction)	Landscape Architecture, Master Planning, Architecture, Civil Engineering & CA, Geotechnical Eng.	<div></div>		<div></div>							<div></div>					
Technology Center of the Americas Final Cost = \$52 Million (construction)	Architecture, Structural, CA			<div></div>		<div></div>										<div></div>
95th Street Streetscape Final Cost = \$350,000 (construction)	Landscape Architecture, Geotechnical Eng.	<div></div>	<div></div>								<div></div>					
Pompano Beach Bathrooms & Beach Pavilions Final Cost = \$661,905 (construction)	Architecture, Civil Engineering & CA, MEP, Structural				<div></div>	<div></div>										<div></div>
South City Beach Park Final Cost = \$4.4 Million (construction)	Landscape Architecture, Master Planning & Architecture, Construction Engineering Inspection, Civil Engineering, Irrigation, Surveying, Lighting	<div></div>	<div></div>			<div></div>				<div></div>		<div></div>	<div></div>			
Fort Lauderdale Landscape Architect Continuing Services Final Cost = TBD	Landscape Architecture, Master Planning & Architecture, Construction Engineering Inspection, Civil Engineering, MEP Engineering, Irrigation, Cost Estimating, Arborist	<div></div>	<div></div>			<div></div>	<div></div>		<div></div>			<div></div>		<div></div>	<div></div>	





TODD D. OSBORN, RA, NCARB, LEED AP | ARCHITECT OF RECORD

EDUCATION

Bachelors of Architecture
University of Tennessee,
1986

REGISTRATION

State of Florida
Registered Architect,
AR92877

State of Tennessee
Registered Architect,
0021953

CERTIFICATIONS

NCARB Certification
LEED AP

SPECIALIZED TRAINING

URS Program Manager
Certification

TOTAL YEARS OF EXPERIENCE

31

YEARS WITH B&A

7

YEARS AS ARCHITECT OF RECORD

7

BENEFITS TO THE TOWN OF MIAMI LAKES

- 29+ years of design, construction, project and program management experience with public facilities including municipal parks, state parks, inns and conference centers, education facilities, libraries, National Guard armories and training ranges, state prison facilities with minimum to maximum security, and infrastructure projects
- Expertise includes extensive experience leading multi-discipline project teams on complex projects as both an owner’s representative and as the designer



EXPERIENCE

- B.F. James Park & Aquatic Facility, Hallandale Beach, FL
- City of Miami Beach Parks & Facilities Program, Miami Beach, FL
- Truman Waterfront Park & Master Plan, Key West, FL
- Sullivan Park, Deerfield Beach, FL
- Highlands Community Center, Deerfield Beach, FL
- Public Safety Complex, Pompano Beach, FL
- Pompano Beach Boulevard-Kiosk Building Improvements, Pompano Beach, FL
- Miami Beach Golf Club, Miami Beach, FL
- Flamingo Park Swimming Pool, Miami Beach, FL
- Normandy Isle Park and Pool, Miami Beach, FL
- Miami Beach Regional Library, Miami Beach, FL
- Scott Rakow Youth Center, Miami Beach, FL
- Utilities Field Services Complex Design/Build, Pompano Beach, FL Ocean Cay, MSC Marine Reserve, Bahamas



JORGE FERRER | QA/QC

BENEFITS TO THE TOWN OF MIAMI LAKES

- More than 25 years of experience in architecture and interior architecture for a variety of clients, including government, commercial office, parks, and hospitality facilities
- He has served as project manager coordinating project teams and engineering consultants from project inception through implementation
- Mr. Ferrer’s primary responsibilities is to ensure that all projects developed at B&A go through our rigorous document review and coordination process. He, along with his team of professionals, reviews all projects for completion, correctness, and compliance with established design criteria and governing codes

EDUCATION

Master of Architecture,
University of Florida,
1993

Bachelor of Architecture,
University of Florida,
1986

TOTAL YEARS OF EXPERIENCE

25+

YEARS WITH B&A

24

YEARS AS QA/QC

24



EXPERIENCE

- George Brummer Park, Pompano Beach, FL
- Wittkop Park, Homestead, FL
- Truman Waterfront Park & Master Plan, Key West, FL
- Miami Springs Aquatic Facility, Miami Springs, FL
- Intracoastal Parks Sunny Isles Beach, FL
- Doral Park Design Reviews, Doral, FL
- Salvadore Park and Tennis Center Improvements, Coral Gables, FL
- Athalie Range Park Improvements, Miami, FL
- Aventura Community Center, Aventura, FL
- Joseph Caleb Center New Courthouse Annex Building & Parking Garage, Miami, FL
- Miami-Dade Water and Sewer Department Headquarters Facility & Parking Garage, Miami, FL
- Gables Grand Plaza Coral Gables, FL
- Miami-Dade Water And Sewer Department LeJeune Office Bld, Coral Gables, FL
- Miami-Dade Water And Sewer Department Salzedo Office Bld, Coral Gables, FL
- Miami-Dade Water And Sewer Department SW Customer Service Bld, Kendall, FL
- Miami-Dade Water and Sewer Department Greco Building, Miami, FL

RESUMES OF KEY PERSONNEL - BERMELLO AJAMIL & PARTNERS, INC.



MARIA ZAPATA, PE | CIVIL ENGINEER

EDUCATION

Master of Business Administration, Kellogg School of Management, Northwestern University, Evanston, IL, 2011

Master of Science, Civil Engineering, University of Massachusetts, Amherst, MA, 1983

Bachelor of Science, Civil Engineering, University of Massachusetts, Amherst, MA, 1982

REGISTRATIONS

Registered Professional Engineer State of Florida

Registered Professional Engineer State of California

PROFESSIONAL AFFILIATIONS

Member of American Society of Civil Engineers

TOTAL YEARS OF EXPERIENCE

26

YEARS WITH B&A

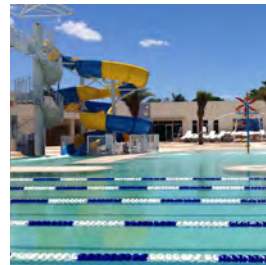
3

YEARS AS CIVIL ENGINEER

26

BENEFITS TO THE TOWN OF MIAMI LAKES

- Over 25 years in professional practice as a Civil Engineering professional
- Engineer-of-Record responsible for drainage, stormwater management, permitting and the preparation of construction documentation for several projects including Sullivan Park, and Miami Springs Aquatic Center
- Ms. Zapata has also worked on several multi-million dollar projects involving strategic planning, design and construction management of civil infrastructure, urban developments and industrial facilities



EXPERIENCE

- Sullivan Park, Deerfield Beach, FL
- Miami Springs Aquatic Facility, Miami Springs, FL
- Ocean Cay, MSC Marine Reserve, Bahamas
- Lakeside Park Improvements, Town of Medley, FL
- Joseph Caleb Center Courthouse & Parking Garage, Miami, FL
- Port Tampa Channelside Master Plan, Tampa, FL
- Tryptich (mixed-use development), City of Miami, FL
- Town of Medley - Tobie Wilson Park Bus Parking Facility & Visitor Parking Improvements, Medley, FL
- City of Marathon Professional Engineering Services, Marathon, FL
- City of Oakland Park Continuing Professional A/E Services- Oakland Park, FL
- The Oasis (mixed-use development), Hallandale Beach, FL
- Fort Lauderdale Landscape Architect Continuing Services, Fort Lauderdale, FL
- Roadway Concepts (Connection between Tunnel and Cruise Terminals 'A' and 'AAA', Port of Miami, Miami, FL



ULISES TORRES | CONSTRUCTION ADMINISTRATION

BENEFITS TO THE TOWN OF MIAMI LAKES

- Over 20 years of experience working as a designer and a construction administration manager
- He has designed and supervised various projects including: Parks & Recreation, commercial, mixed-use properties and cruise terminals

EDUCATION

Bachelor of Architecture,
University Ricardo Palma,
Surco, Peru

TOTAL YEARS OF EXPERIENCE

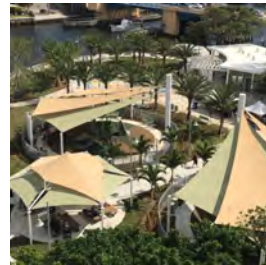
23

YEARS WITH B&A

17

YEARS AS CONSTRUCTION ADMIN

17



EXPERIENCE

- Sullivan Park, Deerfield Beach, FL
- South City Beach Park Master Plan. Hallandale Beach, FL
- Gaines Park, West Palm Beach, FL
- Highlands Community Center, Deerfield Beach, FL
- Port Everglades Terminal 18 Expansion, Fort Lauderdale, FL
- Port Everglades, Cruise Terminal 25 Interior Renovations, Fort Lauderdale, FL
- Port Everglades Terminal 2 Improvements, Fort Lauderdale, FL
- Port Everglades Terminal 19 Expansion, Fort Lauderdale, FL
- Port Everglades Terminal 21 Improvements, Fort Lauderdale, FL
- Port Everglades Terminal 26 Improvements, Fort Lauderdale, FL
- Port Everglades, General Architectural Services, Fort Lauderdale, FL
- Port Everglades Water Main Evaluation-Lead and Copper Exceedance in Watermain Corrosion Control Study, Fort Lauderdale, FL
- Port Canaveral T3 Improvements, Cape Canaveral, FL



Stephen Bender PE, LEED AP

Mechanical Engineer/Project Manager



Experience

Stephen Bender joined **Delta G Consulting Engineers, Inc.** in 2004 as a Mechanical Engineer. He has over 24 years of design experience in the Mechanical Engineering industry, including 8 years as a Project Manager for Delta G Consulting Engineers Inc.

Some of his projects include:

Specialty Facilities Clients

- Aishel House, 5 Story ALF/MC Facility, 110,000 SF. Lauderhill, FL

Education:

Bachelor of Science
in Mechanical
Engineering –
Rutgers University
1989

Registration:

Professional
Engineer Licenses
held in 2 States

Professional Affiliation:

USGBC
United States Green
Building Council
LEED Accredited
Professional in 2007

Experience

24 years

Healthcare Clients

- Miami Children’s Hospital
- South Miami Hospital
- Larkin’s Community Hospital
- North Shore Medical Center
- Mount Sinai Medical Center
- Wellington Regional Medical Center
- Sylvester Comprehensive Cancer Care Center
- University of Miami Hospital

Higher Education Clients

- University of Miami
- Broward College
- Barry University

Municipal Clients/Parks

- Central Broward Recreational Park
- Markham Park Maintenance Building
- Tradewinds Park Admin. Building
- Pompano Park Phase III
- North Broward Park

Resort & Hospitality Clients

- Holiday Inn in Aventura
- Hyatt Hotel in Orlando, FL
- Coconut Grove in Fort Lauderdale, FL



Bryce Toolan

Electrical Engineer



Experience

Bryce Toolan is an Electrical Engineer with twenty two years’ experience as an Electrical designer and project manager. He is responsible for total management of all aspects of projects to ensure they are completed on time and at the highest level of quality.

Mr. Toolan has designed Electrical systems for various buildings, such as Office/Commercial, Educational, Parks and Recreation, and Residential/Hotel.

Mr. Toolan’s years of experience includes all phases of electrical engineering design and analysis.

Education:

Bachelor of Science, 1998,
Associate of Arts,
1994

Registration:

General Contractors
License

Experience

22 years

Parks

- Central Broward Recreational Park
- West Regional Sports Park
- Markham Park Maintenance Building
- Tradewinds Park Admin. Building
- Pompano Park Phase III
- North Broward Park
- Aventura Park
- Windmill Park
- Sullivan Park
- Everglades Park
- Plantation Kennedy Park
- Miramar Pinelands Park

**Ricardo Torres**

Plumbing Designer

**Experience**

Ricardo Torres joined **Delta G Consulting Engineers, Inc.** in 2013 as a Plumbing Designer. He has over 30 years of design experience in the Plumbing Engineering industry.

Some of his projects include:

Education:

School of Architecture,
Rafael Landivar
University, Guatemala

Higher Education Clients

University of Miami

Nova University

Barry University

Florida Atlantic University

Experience:

Over 30 years

Resort & Hospitality Clients

500 Brickell

Icon Brickell

Carillon Hotel

St. Regis Resort Bal Harbour

Municipal Clients

School Board of Dade County

Broward County

City of Miramar

Palm Beach County



Jorge Bahamonde

Fire Protection Engineer



Experience

Jorge Bahamonde is a Fire Protection Engineer with 10 years of experience as a Fire Protection designer, and Project Manager. He is responsible for total management of all aspects of the projects to ensure they are completed on time and at the highest level of quality.

Mr. Bahamonde has designed fire systems for various buildings, such as parks, Office/Commercial, Educational, Healthcare Facilities/Hospitals, Airports and Residential/Hotel.

Mr. Bahamonde has performed Energy and Load calculations and analysis using various software programs, selected equipment and prepared technical documentation. He provides project related service to clients, architects and contractors, and performs field inspections.

Education:

Bachelor of Science
in Mechanical
Engineering at
Catholic University
of Peru in 2004

Registration:

LEED Accredited
Professional (2009)

Experience

12 years

Parks and other projects

- Central Broward Recreational Park
- West Regional Sports Park
- Markham Park Maintenance Building
- Tradewinds Park Admin. Building
- Pompano Park Phase III
- North Broward Park
- Aventura Park
- Windmill Park
- Sullivan Park
- Everglades Park
- Plantation Kennedy Park
- Miramar Pinelands
- Dania Beach Library, City of Dania Beach
- Multiple Barry Universities Projects
- Weston City Hall Weston, Fl
- Coral Springs City Hall, Coral Springs, Fl
- Lauderdale Municipal Building, Lauderhill, Fl
- Fort Lauderdale-Hollywood International Airport , Fort Lauderdale, FL

RESUMES OF KEY PERSONNEL - TRC WORLDWIDE ENGINEERING



David O. Charland, PE, SI
Regional Director



PROFESSIONAL EXPERIENCE

Mr. Charland has provided structural engineering design leadership for more than fifty- four (54) years, on hundreds of complex residential, commercial and institutional projects throughout the State of Florida.

Structural Engineering design projects under Mr. Charland's leadership include: municipal/ government facilities, recreation facilities, healthcare entities, school systems, libraries, firehouses, emergency operations centers, aviation structures, high-rise office buildings, hotels and resorts, heavy marine facilities, roads, bridges, industrial plants, parking structures and commercial building restoration.

Mr. Charland's dedication to public service spans three decades; he served two terms as a member of the Florida Board of Professional Engineers, initially appointed by Governor Jeb Bush and later by Governor Charlie Crist; his service also includes the Broward County Central Examining Board for Engineering Construction, the Structural Committee of the Broward County Board of Rules and Appeals and the Florida Department of Community Affairs, Hurricane Andrew Damage Assessment Team.

YEARS EXPERIENCE

54 Years

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
American Concrete Institute
Florida Structural Engineers Association

PROFESSIONAL REGISTRATION

Registered Professional Engineer,
Florida: PE 8802
Professional Land Surveyor,
Florida (retired): 1749
Special Inspector /
Threshold Buildings,
Florida: 0042

EDUCATION

University of Florida, *Bachelor of Science,*
Civil Engineering; (Specialization in
Structural Engineering)

- **Port St. Lucie Civic Center**, Port St. Lucie, FL; 100,000 sq. ft. facility includes a banquet hall, commercial kitchen, multi-purpose room, gymnasium, fitness center, racquetball courts, meeting rooms, art gallery, pre- school room, indoor café, outdoor lakeside patio with seating area, gazebo and interactive fountain; (Project Value: \$25 million)
- **City of Sunrise Public Safety Complex**, Sunrise, FL; (hardened facility to withstand wind speed up to 160 MPH), 132,000 GSF, (Project Value: \$35 million)
- **Sullivan Park on the Intracoastal Waterway**, Deerfield Beach, FL; (Project Value: \$4.9 million)
- **Deerfield Beach Community Center at Highlands Park**, Deerfield Beach, FL; 4,000 SF community center includes a multi-purpose room, restrooms and storage areas, (Project Value: \$1 million)
- **Coconut Creek Community Center and Pavilions**, Coconut Creek, FL; 36,000 SF multi-purpose facility; gymnasium, lockers, showers, offices, fitness and meeting rooms, (Project Value: \$ 5 million)
- **Nova Southeastern University, Center for Collaborative Research**, Ft. Lauderdale, FL; new six-story, 200,000 sq. ft. office and laboratory building; 90,000 sq. ft. addition to existing parking garage, (Project Value: \$26 million)
- **Florida International University**, Miami, FL; structural engineering design and construction administration services for the University's Recreation Center, (Project Value: \$18.1 million); School of Law, (Project value: \$25 million); Lakeview Housing & Support Services, (Project Value: \$33 million); Parkview Housing & Support Services, (Project value: \$42 million)
- **Brighton Reservation Public Safety & Administration Campus**, Okeechobee, FL; 101,000 GSF, Seminole Tribe of Florida, (Project Value: \$20 million)
- **Chupco's Landing Community Center**; Seminole Tribe of Florida, Ft. Pierce, FL; 20,000 GSF multi-purpose facility, (Project Value: \$4.3 million)
- **Tradition Medical Center**, Port St. Lucie, FL; 6-story 205,000 sq. ft. acute care hospital, (Project Value: \$65 million)
- **Florida Atlantic University** (multiple campuses), FAU Harbor Branch, Link Building Renovation, (Project value: \$8 million); FAU/ BC Higher Education Complex Tower, (Project value: \$20 million), FAU Tom Oxley Athletic Center, (Project Value: \$8 million)
- **Indiana/ Purdue University Athletic Facility**, Fort Wayne, IN; 105,000 GSF athletic facility, (Project Value: \$38 million)

RESUMES OF KEY PERSONNEL - GEOSOL, INC.

ORACIO RICCOBONO, PE

POSITION

Senior Geotechnical Engineer

**EDUCATION**

Master in Business Administration,
Florida International University,
2000

M.S., Civil Engineering,
(Geotechnical),
Louisiana State University, 1987

B.S., Civil Engineering, Louisiana
State University, 1985

REGISTRATIONS

Registered Professional Engineer,
Florida, 1995
(Florida PE # 49324)

**PROFESSIONAL
AFFILIATIONS**

American Society of Civil Engineers
and

Florida Engineering Society

SUMMARY OF CAPABILITIES

Shallow Foundation Design

Deep Foundation Engineering

Geotechnical Instrumentation

In-Situ Testing

Soil Mixing and Stabilization

Roadway/Bridge Geotechnical
Studies

Pavement Design

Wave Equation Analysis

Slope Stability Evaluations

Engineered Materials Testing and
Inspection

**PROFESSIONAL EXPERIENCE**

Mr. Riccobono has over 31 years of experience and served as senior geotechnical engineer and geotechnical consultant for a variety of water supply, water resources, and water maintenance facilities projects. He is experienced in the field of geotechnical engineering including planning and performance of field investigations. Experience includes interpretation of subsurface conditions, planning and execution of laboratory testing programs, geotechnical analysis and design of foundation elements of structures, management of geotechnical projects and preparation of numerous geotechnical reports providing conclusions and recommendations. Most recently, he has executed and served as project geotechnical manager for the following MDWSD projects:

Design and Construction Of Ives Estates Park, NE 16th Ave. And NE 209th Street; Miami-Dade County - Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, geotechnical analyses and design and construction of brand new park. The project involves several one-story buildings, light pole structures, high mast lighting structures, roadways, and parking areas. The site of the proposed park was formerly used as a solid waste landfill approximately between the 1940's and the 1970's. The area of the site is over 90 acres. Client: Miami-Dade County Parks and Recreation, Contact: Ms. Adelfa Martinez, 305.755-7815. Date: June 2007.

Tamiami Park Baseball Field #3 Lighting Improvements, SW 117th Avenue and SW 24th Street, Miami-Dade County, MDCPWD Project No. 400701-08-002, Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, geotechnical analyses and design for construction of lighting improvements. Client: Miami-Dade County Parks and Recreation, Contact: Mr. Manny Docurro, P.E., Phone: 305.755.7815. Date: June 2008.

Black Creek Trail Improvements (Segment A), from Larry and Penny Thompson Memorial Park to Back Point Park and Marina Master Contract E05-PARK-01, GOB Miami-Dade County, Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, geotechnical analyses and design for construction of 7.8 miles of paved trail. Client: Kimley-Horn and Associates, Inc., Contact: Mr. Mudassar M. Alam, P.E.; Date: January, 2009.

Districtwide Geotechnical and Materials Testing Contracts, FDOT Districts 4 & 6. Senior Geotechnical Engineer responsible for executing over 200 work orders for projects located in FDOT Districts 4 & 6 for PD&E, final design and construction phases. Recent performance grade was 95%. FDOT PM: Michael Kim, PE; Phone # (954) 677-7030. Year: 2003 – On-Going.

Geotechnical and Materials Testing Consultant, Miami-Dade Expressway Authority (MDX) General Engineering Contract. Senior Geotechnical Engineer as an extension to MDX. He has executed numerous projects by task work orders on design and construction phases. Prime: HNTB, Inc.; Contact: Gil Portela, PE; Phone: 305.551.8100. Year: 2005– On-Going.

Recycled Storm Water Treatment Plant Facility, Jose Bermudez Park, City of Doral, FL - Project Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, performing geotechnical analyses for the design of a 2 MGD recycled storm water treatment plant and proposed pipeline network.

Reverse Osmosis Water Treatment Plant Facility, City of Hialeah, FL - Project Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, performing geotechnical analyses for the design of a 5 MGD reverse osmosis water treatment plant and proposed pipeline network.

Central District Wastewater Treatment Plant Water Reclamation Facility Improvements; Miami-Dade County, FL - Project Geotechnical Engineer responsible for planning and executing the field exploration and laboratory testing programs, interpreting the test results, performing geotechnical analyses and design for the design of a 1 MGD Water Reclamation Facility (WRF) at the CDWWT to provide reclaimed water to the Village of Key Biscayne (Village) and the Department of Park and Recreation (DPR) for irrigation use of sports fields, marinas, and other green areas on Key Biscayne.



RESUMES OF KEY PERSONNEL - KENNETH DIDONATO, INC.

KENNETH DIDONATO, PE

Irrigation Consultant

Academic Background

Master of Science in Civil Engineering, University of Florida, 1968

Bachelor of Science in Civil Engineering, Newark College of Engineering, 1966

Naval Officer Candidate School, 1969

Professional Registration

Profession Engineer, State of Florida, PE No. 0020892

Responsibilities

Mr. DiDonato specializes in the design of irrigation systems for commercial projects, golf courses, parks, schools, etc. He has extensive experience in the Florida and South Florida regions along with locations around the world.

Professional Experience**Florida International University Baseball Stadium**, Miami, Florida**Flamingo Park Athletic Fields**, Miami Beach, Florida**Florida Atlantic University Soccer Fields**, Boca Raton, Florida**Courts of South Beach**, Miami Beach, Florida**Atlantic Avenue Beautification**, Delray Beach, Florida**Opa Locka Airport Landscape Improvements**, Opa Locka, Florida**Fort Lauderdale Beach Revitalization, Phases I, II & III**, Fort Lauderdale, Florida**Kenned Park**, Hollywood, Florida**Tradewinds Park**, Broward County, Florida**Heritage Park**, Broward County, Florida**C.B. Smith Park**, W. Hollywood, Florida**Patch Reef Park**, Boca Raton, Florida**Sugar Sand Park**, Boca Raton, Florida**Cypress Park**, Coral Springs, Florida**Hickory Point Recreational Facility**, Tavares, Florida**Mel Reese Golf Courses**, City of Miami, Florida**Golf Club of Miami**, Miami, Florida**Indian Creek Golf Club**, Miami, Florida**The Links at Key Biscayne**, Key Biscayne, Florida**Doral Golf Club and Resort**, Miami, Florida**Hollybrook Golf and Tennis Club**, Broward County, Florida**Pembroke Lakes Golf Course**, Pembroke Lakes, Florida**Orangebrook Golf Course**, Broward County, Florida**Raintree Golf Club**, Broward County, Florida**Emerald Hills Club at Bonaventura**, Bonaventura, Florida**Rolling Hills Golf Course**, Broward County, Florida**References****City of Miami Beach**

Kevin Smith – Director of Parks & Recreation

305.673.7000 ext. 6643

City of Miami Beach

John Oldenberg – Assistant Director Greenspace Management

305.673.7000 ext. 6820

City of Miami Beach

Rhonda Gracie – Landscape Projects Coordinator

305.673.7000 ext. 6311

RESUMES OF KEY PERSONNEL - STEPHEN H. GIBBS LAND SURVEYORS, INC.

Stephen K. Seeley, PSM
President
Gibbs Land Surveyors – Hollywood, FL

Education:
B.A.
University of Miami
Coral Gables, FL, 1974

Registration:
Professional Surveyor and
Mapper No. LS4574
State of Florida, 1988

Areas of Expertise:
Survey-Grade GPS
High Precision Control
Subdivision Surveying
Boundary & Topographic
Surveying

Years Total: 40

Professional References:

1. Stephen Vrabel, P.S.M.
954-868-1553
2. Charles Buckalew, P.E.
954-558-1189
3. John Doogan, P.S.M.
561-392-2594

Mr. Seeley has over 40 years of experience in the field of Land Surveying, including boundary and topographic surveying, subdivision construction layout, survey project management, field and office team management and special survey projects coordination for FDOT and SFWMD contracts. He has acquired most of his experience in Broward County and has over 30 years experience in the Hollywood area. Having a command of current technologies, he is well qualified in the use of survey-grade GPS and Digital Data Collection.

Relevant Experience:
Trimble Navigation Ltd. – Trained at Trimble, Sunnyvale California in the use of survey-grade, GPS, Carrier Phase Dual-Frequency Static, Real-Time Kinematic and Code Phase mapping technology.

Everglades National Park – “Hole-In-The-Donut” invasive species eradication project for the National Park Service. Precise Leveling and Real-Time Kinematic(RTK) GPS was used in the mapping of invasive plants, the topographic survey of the surface after removal and scrape-down, and the mapping of indigenous plant species.

City of Miami Beach – “Beachwalk” on South Beach – Location of dunes and vegetation using RTK GPS for the mapping and construction of boardwalk extensions and crossings.

South Florida Water Management District – Specific Purpose Survey for litigation support, including Expert Witness Testimony,

Boundary Surveys of District-owned
Parcels, Topographic and As-built Surveys of Water
Control Structures.

Coral Ridge Properties – Boundary and Topographic Surveys for original subdivision layout, construction layout for roads and utilities. These subdivisions comprise all lands west of University drive, north of the C-14 canal and south of Royal Palm Drive in the City of Coral Springs.

RESUMES OF KEY PERSONNEL - CMS - CONSTRUCTION MANAGEMENT SERVICES, INC.

C

M

S CONSTRUCTION MANAGEMENT SERVICES, INC.

KEITH (ARMON PHILLIP) EMERY

Principal-in-Charge

Education:

Bachelor’s Degree in Civil Engineering and Construction Management with a Higher National Certificate (H.N.C.)
Diploma in Quantity Surveying and Estimating from the University of Lancashire (London, England)

Work Experience:

Over 50 years of experience that includes eleven years self-employed as President of a General Contracting/Management firm in the Caribbean and Europe and 40 years as President of CMS-Construction Management Services, Inc. (established in 1980, incorporated in 1976); Expert Witness Services provided for numerous court cases

Professional Background:

High rises, offices, condominiums, townhomes, single-family homes, shopping centers, airport facilities, cruise-port facilities, service stations, banks, drainage systems, sewer/water mains and pumping stations, museums, auditoriums/theaters, cultural arts centers, schools (K-12), colleges and universities, hospitals and medical facilities, storage and maintenance facilities, highways and secondary roads, bridges, parking garages, parks, community and recreational centers, libraries, country clubs, hotels and resorts, public safety facilities, courthouses and judicial complexes, police stations, fire stations, various state and federal government projects, etc.

Project Experience:**Construction Management/Owner's Representative (Park Projects):**

Broward County – Vista View Park Expansion (Davie) and Prototype Park Facilities (includes Tradewinds Park in Coconut Creek and Carver Ranches Park in West Park) ▪ City of Coconut Creek – Lakeside Park, Sabal Pines Park, Donaldson Park/Rowe Community Center and Coconut Creek Community Center, Fern Forest Nature Center, Windmill Park’s Ted Thomas Recreation Center, City Hall Retrofit ▪ City of North Miami Beach – Taylor Park, 167th Street Athletic Field, and Washington Park ▪ City of Fort Lauderdale – Joseph C. Carter Park ▪ City of Deerfield Beach – Pioneer Park Community Center (Phase I)

Quantity Surveyor/Cost & Quality Consultant (Development/Expansion/Renovation of Parks):

City of Fort Lauderdale – Everglades Holiday Park ▪ City of Hollywood – Young Circle Arts Park New Visual Arts Building ▪ Palm Beach County – South County Regional Park (Boca Raton) ▪ Martin County – Halpatiokee Regional Park Site Improvements (Stuart) ▪ City of Fort Lauderdale – Civil Peoples Park ▪ City of Parkland – Western Park Community Center and Amphitheatre ▪ City of Lauderdale Lakes – Northgate Park Expansion ▪ City of Miramar – Cultural Arts Center/Arts Park ▪ Town of Davie – Potter Park (Community Center and Gymnasium) ▪ City of Boca Raton – Countess de Hoernle Park Development, Meadows Park – Walkway and Pool Lighting, Hughes Park – Site Lighting, Woodlands Park – Site Lighting ▪ Village of Royal Palm Beach – Commons Park (New Clubhouse and Sporting Center) ▪ City of Miami – Museum Park Miami; José Martí Park Renovations; The Underline (New Linear Park and Bicycle Path under Metrorail) ▪ City of Miami Beach – Grapeland Park, South Pointe Park Improvements and Pier Project ▪ City of Miami Lakes – Royal Oaks Park Community Center ▪ Sunny Isles Beach – Heritage Park and Parking Garage ▪ University of Miami – Wellness Park ▪ City of Deerfield Beach – Sullivan Park Redevelopment ▪ City of Dania Beach – Ocean Park Revitalization Plan ▪ City of Aventura – 188th Street Park ▪ Waller Park Renovations – ADA Improvements (Tallahassee) ▪ Town of Cutler Bay – Town Center Plaza (New Park Area with Recreational Amenities) Town of Cutler Bay – Town Center Plaza (New Park Area with Recreational Amenities) ▪ Town of Cutler Bay – Town Center Plaza (New Park Area with Recreational Amenities)

**Jason Biondi – LEED AP, BD+C.**

Born and Raised in Miami, FL. and college educated at Evergreen State College in Olympia, Washington. Jason Biondi majored in Environmental Science and Sustainability; he earned a Bachelor of Science Degree. Jason worked as a professional sailor, participating in Sail Training and Expedition Sailing World Wide 1995-2004 as a licensed Capt. for vessels up to 500 tons on any ocean, under sail or tow.

Jason became a LEED Accredited Professional in 2004 and started working as an Environmental Consultant, LEED Certification Project Manager with in 2004. Jason has provided management and oversight for LEED certification services and consulting on 108 projects in the US, Caribbean and Latin America.

Jason founded Energy Cost Solutions Group in 2008, a business which promotes high performance, green, new construction and existing buildings through energy savings, commissioning, minimizing environmental impacts of construction, best practices for operations and maintenance and improving indoor environmental conditions.

ECSG has certified public and private sector projects under the Enterprise Green Communities Criteria, LEED EB, LEED NC, LEED CI, LEED Homes, LEED CS, Energy Star and the National Green Building Standard. We are currently involved with projects pursuing LEED New Construction, Core & Shell and Existing Buildings Certification as well as the Enterprise Green Communities Rating System, Energy Star Certification, FL.

Green Building Coalition Certification and the National Association of Home Builders “National Green Building Standard”. ECSG also performs commercial energy audits, energy modeling, commissioning, blower door / duct tightness testing and environmental impact analysis statements for Major Use Special Permits. Jason Biondi and the ECSG team are well experienced, communicative, especially responsive and well equipped to work seamlessly with all stakeholders, designers, property managers, developers, owners and contractors in order to gain greater understanding of the social and environmental impacts of our work while meeting the teams green building and sustainability goals.

RESUMES OF KEY PERSONNEL - E SCIENCES, INC.



ENGINEERING
ENVIRONMENTAL
ECOLOGICAL

Justin Freedman, MS

Senior Scientist

Mr. Freedman is an experienced environmental professional serving public and private clients throughout the State of Florida. He has vast experience in executing environmental projects through all phases of the project (planning, design, permitting, construction and post-construction monitoring). Mr. Freedman specializes in municipal consulting and has provided plan review, landscape inspection, environmental assessments, expert witness, permitting, ordinance development, street tree inventory, canopy assessments, carbon sequestration analysis and wildlife permitting services to municipalities throughout south Florida. He has also conducted numerous studies related to climate change and sea level rise and was involved with the preparation of the Broward County Climate Change Action Plan.

Project Experience

Sullivan Park Improvements Permitting, City of Deerfield Beach, Florida —

The City of Deerfield Beach CRA received grant funding to improve its Sullivan Park property located on the Intracoastal Waterway. Improvements include upland features (i.e. new bathroom facilities, a splash park, landscaping, etc.) and in-water infrastructure including a marginal dock for kayaking and paddle boarding and finger piers for boats. E Sciences was engaged by the project design firm Bermejo Ajamil to provide permitting support. E Sciences' services include conducting a benthic resource survey, coordinating with the permitting agencies and preparing permit applications. Mr. Freedman serves as project manager for this project.

Education

M.S., Marine Biology, Nova Southeastern University Oceanographic Center, 2010

B.A., Biology, Tufts University, 1997

Professional Licenses / Certifications

Certified Arborist, FL 5488A

Tree Risk Assessment Qualification (ISA)

FDEP Certified Erosion and Sediment Control Inspector and Instructor

Certified Manatee Observer

PADI Advanced Open Water, Enriched Air Certified Diver

Certified Landscape Inspector

Certified Green Industries Best Management Practices Instructor

Certified in Advanced Maintenance of Traffic

Years of Experience

13

Samson Oceanfront Park Coastal Construction Control Line Permitting, Sunny Isles, Florida — The City of Sunny Isles wishes to improve its Samson Oceanfront Park and engaged RJ Behar & Company to design the improvements. E Sciences was brought onto the team to provide the Coastal Construction Control Line permitting for the project. Work included conducting vegetative analysis and mapping for the site and preparing permit applications. Mr. Freedman serves as Project Manager for this project.

NEPA Homestead Hurricane Debris Staging Area, City of Homestead, Miami-Dade County, Florida — E Sciences conducted NEPA assessments for parcels to be used for hurricane debris staging and analyzing permitting needs for the City-owned, 10.2-acre parcel located on the east side of SW 162nd Avenue, just north of SW 328th Street. E Sciences' staff reviewed documentation and prepared a memorandum summarizing permitting requirements for a property that had been illegally filled. Tasks included agency coordination and a field assessment. Mr. Freedman managed this project.

Vizcaya Museum and Gardens, City of Miami, Miami-Dade County, Florida — This project involved a multi-disciplinary landscape architecture and environmental restoration plan for the waterways and tidal pool within the museum's property, which balanced ecological function with creative landscape aesthetics, recreational functions and values, and improvements to water quality, and planting designs based on historic flora inventories, including mangroves, native hardwood hammock and coastal scrub species. Mr. Freedman served as the project manager for the construction administration portion of this project, including evaluating contractor qualifications and conducting compliance inspections.

City of Miami Beach Groundwater Elevations Monitoring and Mapping Project (Sea Level Rise Study), City of Miami Beach, Miami-Dade County, Florida — The purpose of the study was to evaluate low lying areas vulnerable to SLR within Miami Beach based on the assumption that the groundwater levels under the City are tidally influenced and therefore flooding may also be influenced or exacerbated by tidal fluctuations. To accomplish this, the E Sciences Team monitored groundwater elevations and other data over a period of seven months. The elevation data collected was used in conjunction with Light Detection and Ranging (LiDAR) topography and tidal data to model vulnerability and provide guidance regarding potential stormwater priorities for the City. Mr. Freedman analyzed the data and prepared the report for the City. Mr. Freedman presented the findings of this study at the 2013 Annual South Florida Association of Environmental Professionals Symposium.

JODY PRICE | PROJECT MANAGER

TOTAL YEARS WITH MUSCO: 12

EXPERIENCE IN
SOUTHERN
FLORIDA

- SHENANDOAH PARK TENNIS & BASKETBALL RELIGHT, Davie, FL
- CHAMINADE-MADONNA COLLEGE PREP FOOTBALL, Hollywood, FL
- PINE ISLAND/ 50TH STREET PARK, Sunrise, FL
- FLAMINGO PARK SOOCER, Miami Beach, FL
- FLORIDA INTERNATIONAL UNIVERSITY BASEBALL, Miami, FL
- FLORIDA INTERNATIONAL UNIVERSITY MULTIPURPOSE FIELD, Miami, FL
- VIRGINIA GARDENS FIELD, Virginia Gardens, FL
- GERALD ADAMS ELEMENTARY SCHOOL SOFTBALL, Key West, FL
- BERNSTEIN PARK, Stock Island, FL



**Power & Lighting
Systems, Inc.**

*Manufacturer's Representative
Innovative Specification Systems*

MISSION STATEMENT

To provide unparalleled excellence as a lighting manufacturer's representative in total market service and support through honesty, integrity and leading edge technology in the Southeast Florida Market.

RESUME – DESCRIPTION OF SERVICE

Power & Lighting Systems, Inc. is a professional manufacturer's representative of specification and commodity grade products in Southeastern Florida. The business has enjoyed consistent growth since its inception in 1958, starting with one person to the current profile of forty-seven in two offices. Knowledge and service are the key ingredients of our continued growth and prosperity. For nearly sixty years our reputation for high ethical standards and our thirst for knowledge has set us apart from our competition. We have several degreed engineers and architects. Our lighting applications department as 3 fulltime, experienced personnel proficient in AGI, AutoCad, and Revit.

Today we are a computer based, high technology rep firm selling leading edge products. We are unique in that the depth of the products we represent cover all facets of the lighting and lighting controls market. We offer over 150 different manufacturers covering all breadths of the lighting market. Also included are a vast selection of lighting controls to ensure an option that is suitable to each type of project, whether it be advanced DALI style integration, DMX control, or simply the basics to meet local codes. Engineers on staff assist with the layout and integration, as well as the final programming and training of the controls system from the beginning of design to the end of project construction.

Key personnel that will assist on this project include:

April J Sharp, PE, LEED-AP. April has a degree in Architectural Engineering from CU Boulder and has experience on both the design side as a lighting engineer and managing project engineer as well as 18 years of experience in the South Florida lighting market. She will be the primary point of contact through the design phase and integral during the construction phase along with other Power & Lighting staff. April is also one of the principals of the firm.



Joseph Scavo Park - Hallandale Beach, FL
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Request for Qualifications

Qualifications of Proposer Project Manager

Instructions (one page per project)

For the Project Manager provide the following information for completed projects within the past five (5) years, where the individual served as the Project Manager for the stated project. Each project submitted should be of equal or greater scope, size, and complexity. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than 5 projects: Reference form RFQ-PM-R must be submitted for each Form RFQ-PM that is submitted.

RFQ Solicitation No.: 2018-06 RFQ Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Name of Project Manager: Kirk Olney
 Name of Project: B.F. James Park & Aquatic Facility Address of Project: Hallandale Beach, FL
 Name of Owner: City of Hallandale Beach Contact Name: Cathie Schanz
 Contact Telephone No. 954.457.1452 Contact e-mail address: CSchanz@CoHB.org
 Brief Scope of Project & how project is similar: Landscape Architecture, Master Planning & Architecture

Value of Design Fees: Awarded: \$295,608 Actual: \$295,608 N/A ☐
 Basis for difference in value: N/A
 Value of Construction: Awarded: \$2.5 Million Actual: \$2.5 Million N/A ☐
 Basis for difference in value: N/A
 Project Completion (no. of calendar days): Projected: 353 days Actual: 353 days N/A ☐
 Type of Project: ☐ design-bid-build ☐ design/build ☒ CM@Risk ☒ Other (specify): Design & Permitting
 LEED or Green Globe Certified Project: ☒ Yes ☐ No If yes, level of Certification: LEED Gold
 Was work performed as an employee of the Proposer? ☒ Yes ☐ No

By:  Signature of Authorized Officer
January 4th, 2017 Date
Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
Randy P. Hollingworth Title
 Printed Name

Request for Qualifications

Qualifications of Proposer Project Manager

Instructions (one page per project)

For the Project Manager provide the following information for completed projects within the past five (5) years, where the individual served as the Project Manager for the stated project. Each project submitted should be of equal or greater scope, size, and complexity. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than 5 projects: Reference form RFQ-PM-R must be submitted for each Form RFQ-PM that is submitted.

RFQ Solicitation No.: 2018-06 RFQ Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Name of Project Manager: Kirk Olney
 Name of Project: Joseph Scavo Park Address of Project: Hallandale Beach, FL
 Name of Owner: City of Hallandale Beach Contact Name: Cathie Schanz
 Contact Telephone No. 954.457.1452 Contact e-mail address: CSchanz@CoHB.org

Brief Scope of Project & how project is similar:

Landscape Architecture, Master Planning, Civil Engineering, Architecture & Construction Administration

Value of Design Fees: Awarded: \$249,153 Actual: \$249,153 N/A ☐

Basis for difference in value: N/A

Value of Construction: (if applicable): Awarded: \$2.7 Million Actual: \$2.7 Million N/A ☐


Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 224 days Actual: 224 days N/A ☐

Type of Project: ☐ design-bid-build ☐ design/build ☒ CM@Risk ☐ Other (specify): Design & Permitting

LEED or Green Globe Certified Project: ☐ Yes ☒ No If yes, level of Certification: _____

Was work performed as an employee of the Proposer? ☒ Yes ☐ No

By:  Date January 4th, 2017
 Signature of Authorized Officer
Randy P. Hollingworth Partner, Vice President Director of Planning,
 Landscape Architecture and Urban Design

Printed Name

Title

Request for Qualifications Qualifications of Proposer Project Manager

Instructions (one page per project)

For the Project Manager provide the following information for completed projects within the past five (5) years, where the individual served as the Project Manager for the stated project. Each project submitted should be of equal or greater scope, size, and complexity. Complete all required information and submit this Form as required by the RFQ. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than 5 projects: Reference form RFQ-PM-R must be submitted for each Form RFQ-PM that is submitted.

RFQ Solicitation No.: 2018-06 RFQ Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Name of Project Manager: Kirk Olney
 Name of Project: Sullivan Park Address of Project: Deerfield Beach, FL
 Name of Owner: City of Deerfield Beach Contact Name: Kris Mory
 Contact Telephone No. 954.480.4317 Contact e-mail address: kmory@deerfield-beach.com

Brief Scope of Project & how project is similar:

Landscape Architecture, Master Planning, Architecture, Engineering

Value of Design Fees: Awarded: \$493, 274 Actual: \$493, 274 N/A ☐

Basis for difference in value: N/A

Value of Construction: (if applicable): Awarded: \$4.7 Million Actual: \$4.7 Million N/A ☐

Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 1,146 days Actual: 1,146 days N/A ☐

Type of Project: ☒ design-bid-build ☐ design/build ☐ CM@Risk ☒ Other (specify):

LEED or Green Globe Certified Project: ☐ Yes ☒ No If yes, level of Certification:

Was work performed as an employee of the Proposer? ☒ Yes ☐ No

By:  Signature of Authorized Officer
Randy P. Hollingworth Date
January 4th, 2017
 Partner, Vice President Director of Planning,
 Landscape Architecture and Urban Design
 Title

RFQ-PM



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Bermello Ajamil & Partners, Inc. Name of Project Manager: Kirk Olney, RLA

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: BF James Park & Aquatic Facility

Scope of work: Landscape Architecture, Master Planning & Architecture

Value of project: \$2.5 Million Value of Design Services: \$ 295,608

Delivery method: ☐ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☒ Other Design + Permitting

Construction completed on time & within budget: ☒ Yes ☐ No

If no, did the PM at contribute to the delay(s) or increased cost? ☐ Yes ☐ No

Quality of Design: ☐ Above expectations ☒ Average ☐ Below Expectations

Errors and Omissions: ☒ Above expectations ☐ Average ☐ Below Expectations
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost? ☐ Yes ☒ No

Was the Project Manager responsive to the Owner & Contractor? ☒ Yes ☐ No

Was the Project Manger timely with reviews and submittals? ☒ Yes ☐ No

Did the Project Manger quickly resolve issues as they arose? ☒ Yes ☐ No

Comments:

Name of Owner: City of Hallandale Beach

Name of individual completing this form: Cathie Schanz, CPRE Date: 12/13/17

Signature:  Title: Parks & Recreation Director

Telephone: (954) 457-1452 E-mail: CSchanz@CoHB.org

Sincerely,

Thomas Fossler,
Procurement Manager

Form RFQ-PM-R

JOSEPH SCAVO PARK



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Bermello Ajamil & Partners, Inc. Name of Project Manager: Kirk Olney, RLA

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Joseph Scavo ParkScope of work: Landscape Architecture, Master Planning, Architecture, Civil Engineering, CAValue of project: \$2.7 Million Value of Design Services: \$ 249,153Delivery method: ☐ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☒ Other Design+PermittingConstruction completed on time & within budget: ☒ Yes ☐ NoIf no, did the PM at contribute to the delay(s) or increased cost? ☐ Yes ☐ NoQuality of Design: ☒ Above expectations ☒ Average ☐ Below Expectations

Errors and Omissions: ☒ Above expectations ☐ Average ☐ Below Expectations
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost? ☐ Yes ☒ NoWas the Project Manager responsive to the Owner & Contractor? ☒ Yes ☐ NoWas the Project Manger timely with reviews and submittals? ☒ Yes ☐ NoDid the Project Manger quickly resolve issues as they arose? ☒ Yes ☐ No

Comments:

Name of Owner: City of Hallandale BeachName of individual completing this form: Cathie Schanz, CPRE Date: 12/13/17Signature: [Signature] Title: Parks & Recreation DirectorTelephone: (954) 457-409 E-mail: CSchanz@CoHB.org

Sincerely,

Thomas Fossler,
Procurement Manager

Form RFQ-PM-R

SULLIVAN PARK



To Whom it May Concern

Subject: Reference Letter for Consultant's Project Manager

Name of Proposer: Bermello Ajamil & Partners, Inc. Name of Project Manager: Kirk Olney, RLA

The above referenced Consultant is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We require that the Proposer provide written references for their Project Manager (PM) with their submission. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Sullivan Park

Scope of work: Landscape Architecture, Master Planning, Architecture, Engineering

Value of project: \$ 4.5 Million Value of Design Services: \$ 493, 274

Delivery method: ☒ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☐ Other (_____)

Construction completed on time & within budget: ☒ Yes ☐ No

If no, did the PM at contribute to the delay(s) or increased cost? ☐ Yes ☒ No

Quality of Design: ☒ Above expectations ☐ Average ☐ Below Expectations

Errors and Omissions: ☐ Above expectations ☒ Average ☐ Below Expectations
(Above expectations means there were fewer errors & omissions than anticipated)

Did Errors & Omissions result in increased construction cost? ☐ Yes ☒ No

Was the Project Manager responsive to the Owner & Contractor? ☒ Yes ☐ No

Was the Project Manger timely with reviews and submittals? ☒ Yes ☐ No

Did the Project Manger quickly resolve issues as they arose? ☒ Yes ☐ No

Comments:

Name of Owner: City of Deerfield Beach

Name of individual completing this form: Kris Mory

Date: 01/03/18

Signature: _____

Title: Director of Economic Development

Telephone: 954.480.4317

E-mail: kmory@deerfield-beach.com

Sincerely,

Thomas Fossler,
Procurement Manager

Form RFQ-PM-R



KIRK J. OLNEY, RLA | PROJECT MANAGER, LANDSCAPE ARCHITECT

BENEFITS TO THE TOWN OF MIAMI LAKES

- 20+ years of in-depth experience in managing landscape architectural and multi-disciplinary design, production and construction projects
- Areas of practice include master planning, conceptual and detailed design, the production and management of construction documents, preparation of construction contract documents, and construction services

EDUCATION

Bachelor of Science in Landscape Architecture, The Ohio State University, Columbus, Ohio 1995

REGISTRATION

State of Florida, Registered Landscape Architect, No LA0001705, 2000

PROFESSIONAL AFFILIATIONS

Smart Growth Partnership

TOTAL YEARS OF EXPERIENCE

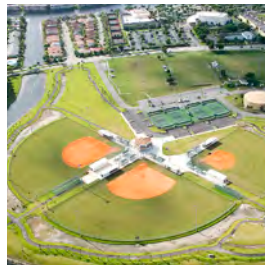
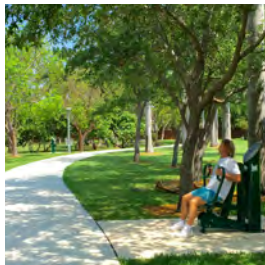
22

YEARS WITH B&A

5

YEARS AS PROJECT MANAGER

5



EXPERIENCE

- B.F. James Park & Aquatic Facility, Hallandale Beach, FL
- Sullivan Park, Deerfield Beach, FL
- South City Beach Park Master Plan, Hallandale Beach, FL
- Joseph Scavo Park, Hallandale Beach, FL
- Intracoastal Parks, Sunny Isles Beach, FL
- Peace Park (Aventura Waterfront), Aventura, FL
- Key Tree Cactus Reserve, Village of Isla Morada, FL
- Tamarac Sports Complex Design/Build, Tamarac, FL*
- Halpatiokee Regional Park, Martin County, FL*
- Truman Waterfront Park & Master Plan, Key West, FL
- Parks, Recreation and open spaces (PROS) Coastal South, Miami, FL
- Parks, Recreation and open spaces (PROS) Region A, Miami, FL
- Beautification Master Plan, Miami Lakes, FL
- N.E. 188th Street Roadway Widening & Streetscape, Aventura, FL
- SW 4th Street Streetscape Improvements, Homestead, FL
- Arlen House Streetscape, Sunny Isles Beach, FL
- 95th Street Streetscape Improvements, Surfside, FL
- Fort Lauderdale Landscape Architect Continuing Services, Fort Lauderdale, FL
- City of Oakland Park Continuing Professional Architecture and Engineering Services for Various Projects, Oakland Park, FL
- Pompano Beach Beach Library, Pompano Beach, FL

*Prior to B&A



Palmetto Bay Park - Village of Palmetto Bay, FL

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Request for Qualifications Technical Capabilities

RFQ Title: Design Services for Miami Lakes Optimist Park

RFQ Number: 2018-06

Name of Proposer: Bermello Ajamil & Partners, Inc.

In the space provided below respond to the requirements of the RFQ for Technical Approach.

ENVIRONMENTAL/SUSTAINABLE DESIGN

Sustainability has many meanings throughout the world; it is entirely different to someone living in Berkeley California than to someone in Beijing, China. At B&A, sustainability means using practical, sound design principles which make common sense, are cost-effective and can be shown to reduce our human footprint, increase our quality of life and represent an environmentally sensitive future. B&A's design culture integrates sustainable design principles that have become commonplace for both our employees and our Clients in their daily business and activities. We believe that the implementation of sustainable design becomes routine, seamless and ordinary when executed correctly; when well thought-out, the use, operation and maintenance of a sustainably-designed facility should not be laborious, result in additional burden or cost.

Bermello Ajamil & Partners established an early commitment to the green building movement by creating a department dedicated to providing LEED consulting services to its Clients. With over eight in-house LEED certified professionals, our consulting services cover each stage of the sustainable design and construction process. Our LEED consultants and administrators coordinate large project teams through the LEED certification process through detailed analysis and an integrated design process without sacrificing any of our Client's needs. B&A also practices sustainability in its business practices including its purchasing and procurement practices.

We are committed to developing sustainable and fully integrated designs by having everyone at the table from the beginning - architects, landscape architects, designers, engineers, facility operators, and other key Team members, ultimately improving operations and keeping project costs in check.

B&A believes energy efficient; sustainable design allows competitive first costs, reduces operating costs, enhances asset value, promotes productivity, and reduces long-term degradation of the environment. Additionally, sustainable design principles encourage healthier indoor and outdoor environments, reduce pollution and depletion of finite resources, and reduces the distribution of pollutants to natural areas and habitats. The B&A Team has designed a number of LEED Certified Facilities including:



LEED Gold

Port of San Francisco Pier 27 Terminal
(including rain water collection & reuse system)



LEED Gold

B.F. James Aquatic Park



LEED Gold

Port of San Diego Broadway B Street Pier
(including large solar arrays)



LEED Gold

South Miami Hospital Clinical Expansion



LEED Silver

Port Miami Terminal D



LEED BD+C

Port Everglades Terminal 4

VALUE ENGINEERING AND COST CONTROL

We will design the Optimist Park Project to meet the budgetary constraints of the Town of Miami Lakes. We will assist the Town in establishing a project budget, tracking project costs through all phases of the work and if needed, value engineer the project to ensure that it is within the established project budget. These steps will allow the Team and the Town of Miami Lakes to fully understand the financial ramifications of the design and what it will cost to build. Due to tight municipal budgets and lofty wish lists, we are accustomed to value engineering our plans to develop projects which meet the high levels of design intent yet are realistic for our Client's budget. Whether it is the removal or modification of program components or an evaluation of the selected materials, our Team will work closely with the Town and our cost estimators to assure the project will meet the Town's budget. Innovative engineering design solutions can often be both environmentally friendly while at the same time save our Clients in construction and long-term maintenance costs.

QUALITY CONTROL/ QUALITY ASSURANCE

B&A has developed and implemented a comprehensive Quality Control Manual that ensures the minimizing of errors and omissions on all of our projects. At B&A, project quality is built-in not added on. Quality work is the direct result of careful, properly sequenced production, and continuous checking of each work element for completion and correctness. The standard checking procedure in our Quality Control Manual will be utilized for production checking. The Project Manager and the Responsible Professionals are to continuously monitor and coordinate all aspects of this project and check the work for inclusion of the Town's review comments and requirements. In addition, a Quality Assurance Quality Control (QA/QC) team will review all work products prior to delivery to the Town to ensure compliance with program requirements, conformance with applicable codes, constructability and conformance with the established construction budget.

The discipline Project Supervisors addressing specific fields such as landscape architecture, urban design, civil engineering, environmental engineering, water/wastewater engineering and architecture are responsible for the quality of the work they produce. Daily interaction with their staff and weekly in-house meetings with the Project Manager to review and assign priorities will achieve the necessary quality control and coordination. As supervisors to each of their fields of expertise, these supervisors establish operating guidelines and areas of responsibility to ensure work progress in accordance with the project's scope. Additionally, they develop work compliance procedures, report on issues associated with the work and work progress and inform the Project Manager of any circumstances that require the expertise and education of a senior professional to address and resolve unforeseen or unanticipated issues and to solve problems in a timely manner.

The Quality Control Principles our Team will utilize to control costs and maintain schedules for the Town will be as follows:

KEEP THE TEAM TOGETHER FOR THE DURATION OF THE PROJECT



Keeping the project Team together will minimize a learning curve and will allow for honing and perfecting the schedule, quality control, and communication between members. The result is less cost and faster results from project concept to construction.

LISTEN TO THE CLIENT



Nobody knows the project better than the Town of Miami Lakes. It is our job to translate your wishes and concepts through the creative process. Our Team experience allows us to quickly gather the information you have available so we can ask the pertinent questions. This necessary and straightforward step will allow us to efficiently communicate with you from the beginning through to the final finished product.

DOCUMENT THE PROGRESS AND DECISIONS THOROUGHLY



After listening to the needs of the Town, reaching conclusions, and determining direction, we will document the discussions and what was agreed. Meeting minutes will be issued to all present and Team members, affected or not, to ensure record keeping, and to track responses, deliverables, milestones and hence tracking the schedule.

CONDUCT METHODOICAL PLAN CHECKS AND REVIEWS



We will establish and schedule plan checks and reviews. Agendas, lists of hot topic issues and criteria will be gathered before the checks, reviews and coordination efforts. Focused, targeted and goal oriented meetings will run regularly to keep the project on track, on schedule, coordinated and within the boundaries of the quality control program. This step also allows our Team to reconfirm the goals and objectives of the Town and assure those plan decisions are consistent with those goals.

PROJECT SCHEDULE MAINTENANCE



Our Team will participate in the preparation of the initial schedule for this assignment. Regular maintenance and updating of the schedule allow realistic goals to be met, tasks to be identified, and interrelationships to take place. These efforts foster communications for the benefit of cooperation and coordination of efforts and results. The maintenance of a project's schedule is the best way to add, reduce and manage contingency plans for all interacting participants. We want the Town to be involved in all phases of the project.

COORDINATION WITH PERMITTING ENTITIES & THE PUBLIC

B&A has extensive permitting experience in processing and obtaining permits and over the years, has developed strong relationships with key permit managers/reviewers various agencies and municipalities throughout Miami-Dade County. The key to successfully and rapidly acquiring permits is a clear understanding of the sequence and timeframes associated with each permit. A carefully crafted permitting plan will reduce the length of the permitting phase of the project. While each project has its design complexities and specific permitting issues, the following streamlined permitting management approach will be implemented by B&A resulting in a considerably abridged permitting phase:

1 | ASSIGN PERMIT COORDINATOR & SETUP TRACKING SOFTWARE

- PM assigns a permit coordinator (an engineer or landscape architect) to coordinate the permitting through the required agencies.
- PM will have meetings every two weeks with the permit coordinator to discuss progress.

2 | PRE-SUBMITTAL MEETING

- The PM and project coordinator schedule and attend a pre-submittal meeting to explain the critical components of the project to the key reviewers so that the project is expected by the agency and understood from a design point of view.

3 | CHECK MODIFICATIONS REQUESTED BY AGENCIES

- All modifications to the plans requested by a permitting agency are carefully considered by the PM.

4 | DOCUMENTATION

- All meetings, agency RFIs and telephone conversations associated with the permitting process will be documented with minutes and distributed to all involved.

B&A has its own in-house Public Involvement Group led by Tere Garcia. Mrs. Garcia has more than thirty years of experience in the fields of planning, public participation, governmental and media relations. Her specialized group has provided public involvement services to governmental agencies such as the Florida Department of Transportation, Miami-Dade Transit Agency, the Miami-Dade Water and Sewer Department and numerous municipalities throughout South Florida. Although a public involvement service has not been described as an element of this specific project, we have the staff and resources to provide this service if necessary. In addition, we have the capability to involve the community in this project at various levels. Mrs. Garcia and her group of specialists are capable of crafting a complete public involvement program from initial concept design through schematic design. The ability to promote public buy-in for a project such as the Optimist Park can be critical, and our team of professionals can orchestrate a variety of activities such as forums, open houses, community meetings/workshops, newsletters, websites and public hearings. Utilizing some of these techniques will allow the public and neighboring residents to voice both support and concerns as the project moves through the various phases of development.

Request for Qualifications Project Approach & Process Form

RFQ Title: Design Services for Miami Lakes Optimist Park

RFQ Number: 2018-06

Name of Proposer: Bermello Ajamil & Partners, Inc.

In the space provided below respond to the requirements for the Project Approach & Process, explaining how your firm will approach and the process for developing and designing the project.

DESIGN PHILOSOPHY: OVERVIEW AND VISION

B&A projects are each born of a creative, problem-solving process. As a result, the Town of Miami Lakes is assured a project that not only meets your requirements but also exemplifies quality, function and very often award-winning design. Although our philosophy is consistent, we approach each project differently and will develop a schedule and program that meets the unique requirements of the Town and the Optimist Park program. B&A has significant experience with public-sector work throughout the United States, Europe, Central America, and the Caribbean in several disciplines, including architecture, landscape architecture, urban design and civil engineering. Our design philosophy is anchored by the time-tested principles listed below which have resulted in several very successful, award-winning park projects.

CLIENT FOCUS/USER-NEEDS DRIVEN | Serving the Town's needs will be paramount. Understanding user needs will be crucial to designing and managing this project to respond to the Town and community vision and requirements; while also striving to be thoughtful of other stakeholders and project context. We will work closely with the Town staff, the Optimist Club and all stakeholders to develop a park design that meets all of your needs and will be a long-term asset to the community.

CONTEXT SENSITIVE DESIGN | Each Project and site is unique, and the design must respond to the particular context that surrounds it, and it's environment. At B&A, there is no "preconceived" solution to any project. Every project, commission, and assignment is given the benefit of distinct analysis by our team of designers, managers, and other industry-leading professionals. We treat all projects, irrespective of size or type, as a unique design challenge, deserving of the same level of care that has come to exemplify B&A's commitment to service excellence. From innovative drainage solutions to creative architectural designs, our team will respond to your community's needs.

LEED/SUSTAINABLE DESIGN | Responding to the environmental conditions of this site and providing a design that is sustainable is paramount. Sustainability has many definitions, from the economic to building construction and operations to the relationship with the environment and urban systems. We strive to respond to these conditions and provide our Clients innovative and economically viable design solutions.

MULTI-DISCIPLINARY APPROACH | In addition to our subconsultant Team of experts, our professional in-house team includes landscape architects, urban designers, architects, civil engineers, planners and interior designers. As may be required, we will bring to bear on this project the full expertise of our in-house staff and subconsultant Team.

IMPLEMENT LATEST TECHNOLOGY (BIM) | We endeavor to be at the forefront of computer technology, and, to continue to respond to our Client's needs in a rapidly changing world, our Team has extensive experience in design software capabilities. These include AutoCAD, Revit, Sketch-Up, Podium, Lumion, and 3-D Studio Max, as well as Adobe Photoshop, Illustrator and In Design.

B&A has also invested significantly in UAV (unmanned aerial vehicle) technology or drones. We firmly believe that UAV technology will revolutionize the way we approach the architectural and planning process. Through the use of drones, our design team now has access to a nearly infinite number of site angles, elevations, and still-imagery that has been previously elusive. Through the use of drones, our design team now has access to a nearly infinite number of site angles, elevations, and still-imagery that has been previously elusive. Benefits of UAV Aerial Footage and Surveying includes:

- Progress tracking via “flight missions” that can be programmed to the drone. Missions/mapping can be re-flown and compared to previous models
- Generate informative data maps such as elevation maps, plant health data, and even high resolution, interactive 3D models.

This B&A, in-house capability will be an asset to our team and the Town as we develop the park plan.

COST CONTROL | We will continuously strive to meet your budgetary constraints while providing a product that is aesthetically pleasing and functionally correct. A new order-of-magnitude cost estimate should be established in the early stages of the project and used as a point of reference that informs the developing design through the following phases. Estimates of Probable construction cost should at a minimum, be updated with every design milestone (i.e., Schematic Design, Design Development, Construction Documents, etc.). When necessary, alternate designs, materials and changes to the project’s Program will be developed and vetted; when estimates are found to exceed a Client’s budget. B&A is experienced at working with General Contractors and Construction Managers to value engineer projects when required, without necessarily affecting the quality of the design or the functionality of the completed Project.

CREATIVE DESIGNS | Providing creative design solutions is the final essential ingredient to the development of a successful project and the relationship between B&A and the Town of Miami Lakes and the community. We see every Park design as a unique and specific challenge and seek to find the creative design solution most appropriate for each situation. All of our team members will continuously be exploring new and innovative ways to resolve design issues; this assures the Town of Miami Lakes a final product that is at the forefront of recreational open space design.

MANAGEMENT APPROACH & METHOD

B&A understands that a strong project management program is crucial to the success of a project and we have developed a highly effective management methodology for our projects. It starts by understanding both the micro and macro issues. The most critical first step of any assignment is the preparation of a preliminary performance schedule and project management strategy. The performance schedule will identify all required measures and milestones required to take the project from start to completion. It also allows the entire team to understand the overall scheduling strategy necessary to accomplish tasks in the correct sequence. In addition to the performance schedule, B&A will implement the following project management tools:

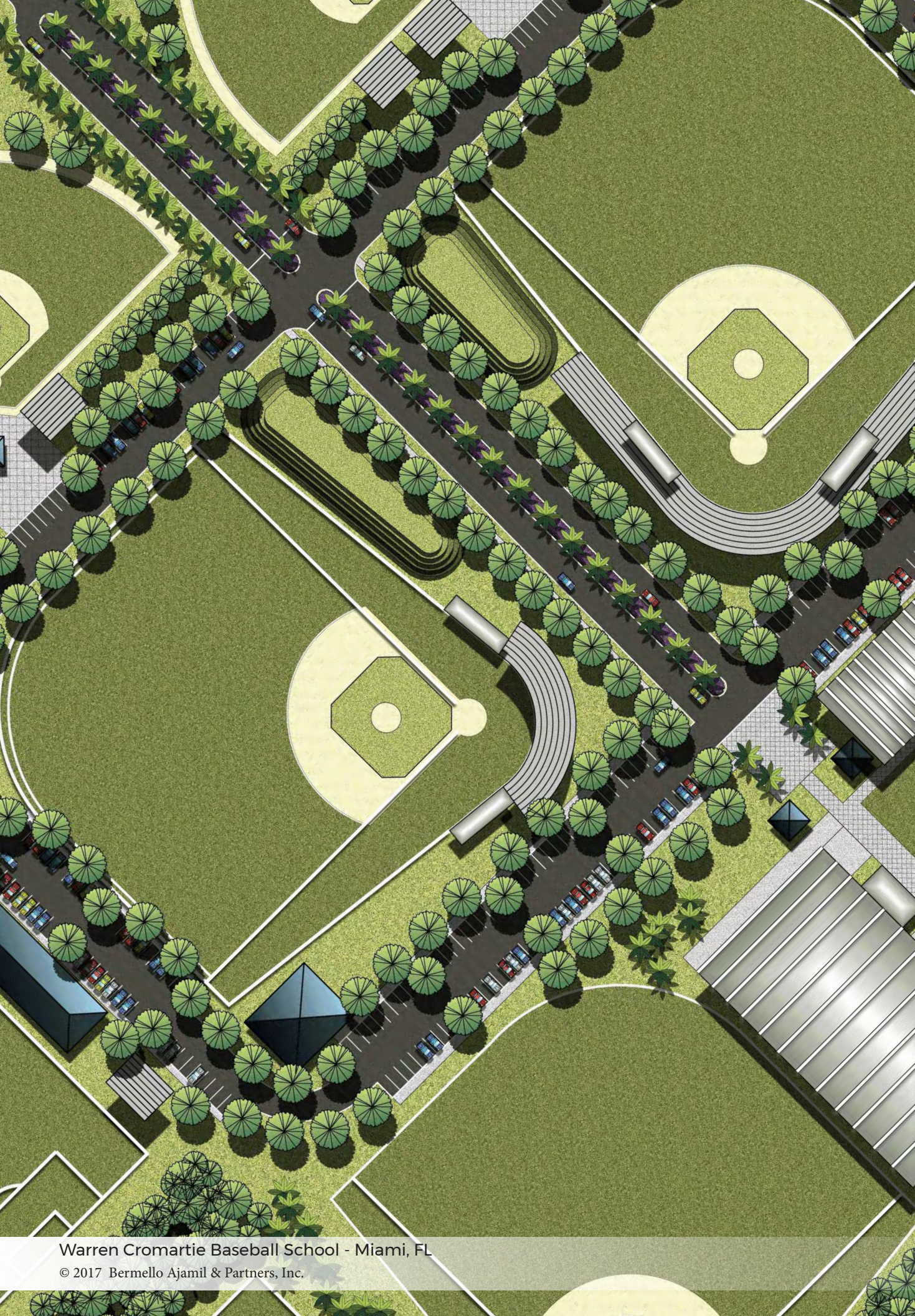
► **PROJECT GUIDELINES** At the start of the project, B&A will prepare Project Guidelines which will include all requirements by the review agencies, code requirements and design approvals the project must follow by Town, County, State and Federal jurisdictions. In essence, this will provide a manual to the entire team establishing the “Authority Having Jurisdiction” for the project.

► **COMMUNICATION** It is critical at the start of the project to establish proper protocol and follow a “Chain of Command” and point of contact for each discipline; assuring agreement on the format for faxes, memos, phone conversations, and e-mails. A Team Directory will be distributed to all involved parties.

► **TEAM DIRECTORY** The Team Directory includes the entire design team and their role or responsibility, addresses, phone, fax and cell numbers and e-mail addresses, the review agencies contacts and any others participants that are involved in the project.

► **TEAM MEETINGS** For each project phase, B&A will prepare a schedule for team workshops and team meetings to ensure that decisions are made when needed, and the momentum of the project remains constant during the entire project.

► **ACTION ITEMS / HOT LIST** As part of the meeting minutes B&A prepares, we also develop a “Hot List,” which is a comprehensive list of issues and action items that require resolution by established key dates. The Hot List is reviewed at every team meeting and tracks the development and progress of items that are on the “Critical Path of Travel” for that particular phase.



SECTION 5

Request for Qualifications

Qualifications of Proposer Form RFQ-PPR1

Instructions (Add additional pages as necessary)

Provide the following information for completed projects within the past seven (7) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PPR1.

RFP Solicitation No.: 2018-06 RFP Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Role: Prime ☒ Subcontractor/Subconsultant ☐
 Name of Project: George Brummer Park Address of Project: Pompano Beach, FL
 Name of Owner: City of Pompano Beach Contact Name: Horacio Danovich
 Contact Telephone No.: 954.786.7834 Contact E-mail Address: horacio.danovich@copbfl.com

Brief Scope of Project & How Project is Similar: Landscape Architecture, Architecture, Master planning, Civil Engineering & Construction Administration

Value of Design Fees: (if applicable): Awarded: \$ 250,000 Actual: \$ 250,000 N/A ☐

Basis for difference in value: N/A

Value of Construction: (if applicable): Awarded: \$ 2.5 Million Actual: \$ 2.5 Million N/A ☐

Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 675 days Actual: 675 days N/A ☐

Type of Project: ☒ design-bid-build ☐ design/build ☐ CM@Risk ☐ Other (specify): _____

LEED or Green Globe/Certified Project: ☐ Yes ☒ No If yes, level of Certification: _____

By:  Signature of Authorized Officer Date January 4th, 2017

Randy P. Hollingworth Printed Name Partner, Vice President Director of Planning, Landscape Architecture and Urban Design Title

Request for Qualifications

Qualifications of Proposer Form RFQ-PPR1

Instructions (Add additional pages as necessary)

Provide the following information for completed projects within the past seven (7) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PPR1.

RFP Solicitation No.: 2018-06 RFP Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Role: Prime ☒ Subcontractor/Subconsultant ☐
 Name of Project: Morgan Levy Park Master Plan & Rec. Ctr Address of Project: Doral, FL
 Name of Owner: City of Doral Contact Name: Yvonne McKinley
 Contact Telephone No.: 305.926.5552 Contact E-mail Address: Ysmckinley@yahoo.com

Brief Scope of Project & How Project is Similar:
Landscape Architecture, Architecture, Planning & Interior Design

Value of Design Fees: (if applicable): Awarded: \$ 170,000 Actual: \$ 170,000 N/A ☐

Basis for difference in value: N/A


Value of Construction: (if applicable): Awarded: \$ 11 Million Actual: \$ 11 Million N/A ☐

Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 1095 days Actual: 1095 days N/A ☐

Type of Project: ☐ design-bid-build ☒ design/build ☐ CM@Risk ☐ Other (specify): _____

LEED or Green Globe/Certified Project: ☐ Yes ☒ No If yes, level of Certification: _____

By:  Signature of Authorized Officer
Randy P. Hollingworth Printed Name
January 4th, 2017 Date
Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design Title

Request for Qualifications

Qualifications of Proposer Form RFQ-PPR1

Instructions (Add additional pages as necessary)

Provide the following information for completed projects within the past seven (7) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PPR1.

RFP Solicitation No.: 2018-06 RFP Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Role: Prime ☒ Subcontractor/Subconsultant ☐
 Name of Project: Wittkop Park Address of Project: Homestead, FL
 Name of Owner: City of Homestead Contact Name: Dennis Maytan
 Contact Telephone No.: 305.224.4570 Contact E-mail Address: Dmaytan@cityofhomestead.com

Brief Scope of Project & How Project is Similar:
Landscaping Architecture, Architecture, Master Planning, Civil Engineering & Construction Administration

Value of Design Fees: (if applicable): Awarded: \$ 87,000 Actual: \$ 125,000 N/A ☐

Basis for difference in value: Client added construction administration services

Value of Construction: (if applicable): Awarded: \$ 2.6 Million Actual: \$ 2.6 Million N/A ☐

Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 483 days Actual: 483 days N/A ☐

Type of Project: ☒ design-bid-build ☐ design/build ☐ CM@Risk ☐ Other (specify): _____

LEED or Green Globe/Certified Project: ☐ Yes ☒ No If yes, level of Certification: _____

By:  Signature of Authorized Officer
January 4th, 2017 Date

Randy P. Hollingworth Printed Name
Partner, Vice President Director of Planning, Landscape Architecture and Urban Design Title

Request for Qualifications

Qualifications of Proposer Form RFQ-PPR1

Instructions (Add additional pages as necessary)

Provide the following information for completed projects within the past seven (7) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PPR1.

RFP Solicitation No.: 2018-06 RFP Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Role: Prime ☒ Subcontractor/Subconsultant ☐
 Name of Project: Palmetto Bay Park Address of Project: Village of Palmetto Bay, FL
 Name of Owner: Village of Palmetto Bay Contact Name: Fanny Carmona
 Contact Telephone No.: 305.259.1234 Contact E-mail Address: fcarmona@palmettobay.fl.gov

Brief Scope of Project & How Project is Similar: _____
Landscape Architecture, Master Planning & Architecture

Value of Design Fees: (if applicable): Awarded: \$ 300,000 Actual: \$ 300,000 N/A ☐

Basis for difference in value: N/A

Value of Construction: (if applicable): Awarded: \$ 8.17 Million Actual: \$ 8.17 Million N/A ☐

Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 365 days Actual: 335 days N/A ☐

Type of Project: ☐ design-bid-build ☒ design/build ☐ CM@Risk ☐ Other (specify): _____

LEED or Green Globe/Certified Project: ☐ Yes ☒ No If yes, level of Certification: _____

By: _____ Date January 4th, 2017
 Signature of Authorized Officer

Randy P. Hollingworth Title Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
 Printed Name

DORAL MEADOWS PARK

Request for Qualifications

Qualifications of Proposer Form RFQ-PPR1

Instructions (Add additional pages as necessary)

Provide the following information for completed projects within the past seven (7) years. Complete all required information and submit this Form as required by the RFP. Failure to submit this Form or complete the Form may result in the Response being rejected as non-responsive. List no more than five (5) projects: Form RFQ-PP-R must be included for each Form RFQ-PPR1.

RFP Solicitation No.: 2018-06 RFP Title: Design Services for Miami Lakes Optimist Park
 Name of Proposer: Bermello Ajamil & Partners, Inc. Role: Prime ☒ Subcontractor/Subconsultant ☐
 Name of Project: Doral Meadows Park Address of Project: Doral, FL
 Name of Owner: City of Doral Contact Name: Yvonne McKinley
 Contact Telephone No.: 305.926.5552 Contact E-mail Address: Ysmckinley@yahoo.com

Brief Scope of Project & How Project is Similar: _____
Landscape Architecture, Master Planning & Architecture

Value of Design Fees: (if applicable): Awarded: \$ 85,000 Actual: \$ 85,000 N/A ☐

Basis for difference in value: N/A

Value of Construction: (if applicable): Awarded: \$ 6.6 Million Actual: \$ 6.6 Million N/A ☐

Basis for difference in value: N/A

Project Completion (no. of calendar days): Projected: 334 days Actual: 334 days N/A ☐

Type of Project: ☐ design-bid-build ☒ design/build ☐ CM@Risk ☐ Other (specify): _____

LEED or Green Globe/Certified Project: ☐ Yes ☒ No If yes, level of Certification: _____

By: _____ Date January 4th, 2017
 Signature of Authorized Officer

Randy P. Hollingworth Title Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
 Printed Name

GEORGE BRUMMER PARK



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Bermello Ajamil & Partners, Inc.

The above referenced Contractor is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: George Brummer ParkScope of work: Landscape Architecture, Architecture, Master planning, Civil Engineering & CATotal Value of project: \$ 2.75 MillionValue of Design Services: \$250,000 Value of Construction: \$2.5 MillionLEED Certified Project: ☐ Yes ☒ No If yes, certification level: _____Delivery method: ☒ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☐ Other (_____) Was design completed on time & within budget: ☒ Yes ☐ No

If no please provide an explanation: _____

Quality of Design: ☒ Above expectations ☐ Average ☐ Below ExpectationsWere construction completed on time and within budget? ☒ Yes ☐ No

If no please provide an explanation: _____

If project was not completed within budget what was the cause:

☐ Owner ☐ Errors & Omissions in Design ☐ Contractor ☐ Regulatory ☐ OtherWas the Consultant responsive to the Owner & Contractor?: ☐ Yes ☐ NoWas Consultant timely in its reviews and submittals? ☒ Yes ☐ No

Comments:

The consultant was instrumental assisting the City with design services for this park named after George Brummer, City's Vice Mayor and a distinguished citizen in the city. The project received plenty of accolades, deservedly so.

Name of Owner: City of Pompano BeachName of individual completing this form: Horacio Danovich Date: _____Signature: _____ Title: CIP ManagerTelephone: 954-786-7834 E-mail: horacio.danovich@copbfl.com

Sincerely,

Thomas Fossler,
Procurement Manager

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Form RFQ-PP-R

MORGAN LEVY PARK



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Bermello Ajamil & Partners, Inc.

The above referenced Contractor is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Morgan Levy Park Master Plan & Recreation CenterScope of work: Landscape Architecture, Architecture, Planning & Interior DesignTotal Value of project: \$11 MillionValue of Design Services: \$170,000 Value of Construction: \$11 MillionLEED Certified Project: ☐ Yes ☒ No If yes, certification level: _____Delivery method: ☐ Design-Bid-Build ☐ CM@Risk ☒ Design-Build ☐ Other (_____)Was design completed on time & within budget: ☒ Yes ☐ No

If no please provide an explanation: _____

Quality of Design: ☒ Above expectations ☐ Average ☐ Below ExpectationsWere construction completed on time and within budget? ☒ Yes ☐ No

If no please provide an explanation: _____

If project was not completed within budget what was the cause:

☐ Owner ☐ Errors & Omissions in Design ☐ Contractor ☐ Regulatory ☐ OtherWas the Consultant responsive to the Owner & Contractor?: ☒ Yes ☐ NoWas Consultant timely in its reviews and submittals? ☒ Yes ☐ No

Comments:

Highly recommend Very Professional

Name of Owner: City of DoralName of individual completing this form: Yvonne McKinley Date: _____Signature: Yvonne McKinley Title: Former Doral City ManagerTelephone: 305.926.5552E-mail: Ysmckinley@yahoo.com

Sincerely,

Thomas Fossler,
Procurement Manager

Form RFQ-PP-R

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

WITTKOP PARK



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Bermello Ajamil & Partners, Inc.

The above referenced Contractor is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Wittkop ParkScope of work: Landscape Architecture, Architecture, Master Planning, Civil Engineering & CATotal Value of project: \$2.7 MillionValue of Design Services: \$125,000 Value of Construction: \$2.6 MillionLEED Certified Project: ☐ Yes ☒ No If yes, certification level: _____Delivery method: ☒ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☐ Other (_____) Was design completed on time & within budget: ☒ Yes ☐ No

If no please provide an explanation: _____

Quality of Design: ☒ Above expectations ☐ Average ☐ Below ExpectationsWere construction completed on time and within budget? ☒ Yes ☐ No

If no please provide an explanation: _____

If project was not completed within budget what was the cause:

☐ Owner ☐ Errors & Omissions in Design ☐ Contractor ☐ Regulatory ☐ OtherWas the Consultant responsive to the Owner & Contractor?: ☒ Yes ☐ NoWas Consultant timely in its reviews and submittals? ☒ Yes ☐ No

Comments:

Bermello Ajamil And Partners Inc. Have done many projects for the Parks Department Always there for us and everything done on time.

Name of Owner: City of HomesteadName of individual completing this form: Dennis Maytan Date: 12-20-17Signature: Dennis Raj Maytan Title: Parks & Recreation DirectorTelephone: 305.224.4570E-mail: DMaytan@cityofhomestead.com

Sincerely,

Thomas Fossler,
Procurement Manager

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Form RFQ-PP-R

PALMETTO BAY PARK



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Bermello Ajamil & Partners, Inc.

The above referenced Contractor is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Palmetto Bay ParkScope of work: Landscape Architecture, Master Planning & ArchitectureTotal Value of project: \$ 8.47 MillionValue of Design Services: \$300,000 Value of Construction: \$ 8.17 MillionLEED Certified Project: ☐ Yes ☒ No If yes, certification level: _____Delivery method: ☒ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☐ Other (_____))Was design completed on time & within budget: ☒ Yes ☐ No

If no please provide an explanation: _____

Quality of Design: ☒ Above expectations ☐ Average ☐ Below ExpectationsWere construction completed on time and within budget? ☒ Yes ☐ No

If no please provide an explanation: _____

If project was not completed within budget what was the cause:

☐ Owner ☐ Errors & Omissions in Design ☐ Contractor ☐ Regulatory ☐ OtherWas the Consultant responsive to the Owner & Contractor?: ☒ Yes ☐ NoWas Consultant timely in its reviews and submittals? ☒ Yes ☐ NoComments: Very responsible and would highly recommend!Name of Owner: Village of Palmetto BayName of individual completing this form: Fanny Carmona Date: 12/18/17Signature: [Signature] Title: Parks & Recreation DirectorTelephone: 305.259.1234 E-mail: fcarmona@palmettobay-fl.gov

Sincerely,

Thomas Fossler,
Procurement Manager

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Form RFQ-PP-R

DORAL MEADOWS PARK



To Whom it May Concern

Subject: Reference Letter for Proposer

Name of Proposer: Bermello Ajamil & Partners, Inc.

The above referenced Contractor is submitting on a Request for Qualifications that has been issued by the Town of Miami Lakes. We would appreciate you providing the information requested below as well as any other information your feel is pertinent:

Name of Project: Doral Meadows ParkScope of work: Landscape Architecture, Master Planning & ArchitectureTotal Value of project: \$ 6.7 MillionValue of Design Services: \$ 85,000 Value of Construction: \$ 6.6 MillionLEED Certified Project: ☐ Yes ☒ No If yes, certification level: _____Delivery method: ☐ Design-Bid-Build ☐ CM@Risk ☐ Design-Build ☐ Other (_____) Was design completed on time & within budget: ☒ Yes ☐ No

If no please provide an explanation: _____

Quality of Design: ☒ Above expectations ☐ Average ☐ Below ExpectationsWere construction completed on time and within budget? ☒ Yes ☐ No

If no please provide an explanation: _____

If project was not completed within budget what was the cause:

☐ Owner ☐ Errors & Omissions in Design ☐ Contractor ☐ Regulatory ☐ OtherWas the Consultant responsive to the Owner & Contractor?: ☒ Yes ☐ NoWas Consultant timely in its reviews and submittals? ☒ Yes ☐ NoComments: Professional, Accommodating, Recommended HighlyName of Owner: City of DoralName of individual completing this form: Yvonne McKinley Date: 12/19/17Signature: Yvonne McKinley Title: Former Doral City ManagerTelephone: 305.926.5552 E-mail: ysmckinley@yahoo.com

Sincerely,

Thomas Fossler,
Procurement Manager

6601 Main Street • Miami Lakes, Florida, 33014
Office: (305) 364-6100 • Fax: (305) 558-8511
Website: www.miamilakes-fl.gov

Form RFQ-PP-R

PALMETTO BAY PARK - PALMETTO BAY, FL



DORAL MEADOWS PARK - DORAL, FL



TAMARAC SPORTS COMPLEX - TAMARAC, FL

Individual Experience of Kirk Olney



HALPATIOKE REGIONAL PARK - MARTIN COUNTY, FL

Individual Experience of Kirk Olney



MORGAN LEVY PARK - DORAL, FL



GEORGE BRUMMER PARK - POMPANO BEACH, FL



WITTKOP PARK - HOMESTEAD, FL



EAST ATLANTIC BLVD. STREETScape IMPROVEMENTS - POMPANO BEACH, FL





SECTION 6



ADDENDUM ACKNOWLEDGEMENT FORM

Solicitation No.: 2018-06

Listed below are the dates of issue for each Addendum received in connection with this Solicitation:


Addendum No. 1	Dated 11/30/17
Addendum No. 2	Dated 12/04/17
Addendum No. 3	Dated 12/07/17
Addendum No. 4	Dated 12/14/17
Addendum No. 5	Dated 12/19/17
Addendum No. 6	Dated 12/22/17
Addendum No. 7	Dated 01/02/18
Addendum No. 8	Dated 01/02/18
Addendum No. 9	Dated 01/08/18
Addendum No. 10	Dated 01/11/18

☐ No Addendum issued for this Solicitation

Firm's Name: Bermello Ajamil & Partners, Inc.

Authorized Representative's Name: Randy P. Hollingworth

Title: Partner, Vice President Director of Planning, Landscape Architecture and Urban Design

Authorized Signature: 



RFQ 2018-06
Design Services for Miami Lakes Optimist Park
Addendum #1
Due Date: 11:00 AM, January 5, 2018

This addendum is incorporated into and made a part of the Request for Proposal (“RFP”). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers

- 1. Regarding the design and future construction of the scope of the RFQ, will the project, in whole or in part, include a LEED certification?

Response: The Town follows our Green Building Ordinance, 07-92. Therein, all new Town buildings that are over 5,000 square feet and building renovations exceeding \$200,000 in value must meet the threshold of Basic L.E.E.D. Level Certification. Depending on the size of the central concessionary building, it may require Basic L.E.E.D. Level Certification.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory


**Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design**

Title

11/30/17

Date

Thomas Fossler
Procurement Manager



Signature

Bermello Ajamil & Partners, Inc.

Name of Bidder

**RFQ 2018-06****Design Services for Miami Lakes Optimist Park****Addendum #2****Due Date: 11:00 AM, January 5, 2018**

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. Due to technical issues with Adobe Fields, Form RFQ-PP is hereby revoked and replaced with Form RFQ-PPR1.
2. Due to technical issues with Adobe Fields, Form RFQ-QP is hereby revoked and replaced with Form RFQ-QPR1.

Questions and Answers

1. Regarding minimum qualification number 4, may the Proposer use projects where construction is still pending to meet this requirement?

Response: No, any projects used to qualify a Proposer under minimum qualification number 4 must have completed construction.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory

Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design

Title

12/04/17

Date

Thomas Fossler
Procurement Manager

Signature

Bermello Ajamil & Partners, Inc.

Name of Bidder



RFQ 2018-06
 Design Services for Miami Lakes Optimist Park
 Addendum #3
Due Date: 11:00 AM, January 5, 2018

This addendum is incorporated into and made a part of the Request for Proposal (“RFP”). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Questions and Answers

1. If required, will structural engineering services be provided by the Team that is awarded the contract?
Response: Yes, if structural engineering services are required for the project, those services will be provided by the Team that is awarded the contract.
2. May Proposers submit a previously completed reference form from another municipality in lieu of form RFQ-PP-R?
Response: No, Proposers must utilize the Town’s form RFQ-PP-R for client references.

Acknowledgement:

Randy P. Hollingworth
 Name of Signatory
Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
 Title

12/07/17
 Date

Thomas Fossler
 Procurement Manager


 Signature
Bermello Ajamil & Partners, Inc.
 Name of Bidder



RFQ 2018-06

Design Services for Miami Lakes Optimist Park**Addendum #4****Due Date: 11:00 AM, January 5, 2018**

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. In Section 1, Notice to Proposer, Minimum Qualification Requirement item 1 is hereby revised as follows:
 "Be a Design firm licensed to provide either Architectural or Landscape Architecture Services in the State of Florida."

Questions and Answers

1. Does the Prime's Project Manager have to be a licensed architect, or may he/she be a licensed landscape architect?
Response: Either is acceptable. It is within the Prime's discretion what personnel is designated to serve as the Project Manager.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory

Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design

Title

12/14/17

Date

Thomas Fossler
Procurement Manager

Signature

Bermello Ajamil & Partners, Inc.

Name of Bidder



RFQ 2018-06
Design Services for Miami Lakes Optimist Park
Addendum #5
Due Date: 11:00 AM, January 5, 2018

This addendum is incorporated into and made a part of the Request for Proposal (“RFP”). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

- 1. This addendum is issued to provide the E-Verify Compliance Certification Form, which is attached hereto and provided as a separate attachment. Proposers must utilize this form to attest they will meet E-Verify Compliance requirements.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory

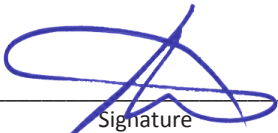
Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design

Title

12/19/17

Date

Thomas Fossler
Procurement Manager


Signature
Bermello Ajamil & Partners, Inc.
Name of Bidder



RFQ 2018-06
Design Services for Miami Lakes Optimist Park
Addendum #6
Due Date: 11:00 AM, January 5, 2018

This addendum is incorporated into and made a part of the Request for Proposal ("RFP"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFP, which take precedence over the RFP documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. This addendum is issued to provide the Drug-Free Workplace Certification Form, which is attached hereto and provided as a separate attachment.
2. Form TCA, Certification – Trench Safety Act, is not required in the Proposer's submittal. Proposers are to disregard Form TCA.

Questions & Answers

1. The RFQ requires the proposer to submit Form R (Proposer's Affidavit), however, this form is not included in the RFQ or available for download. Would the Town please provide this form?
Response: Form R, "Proposer's Affidavit," is mislabeled in the RFQ. Form R is titled "Public Relations Affidavit," and is included with the forms available for download. This Form should be included under Section 8 of the Proposal.
2. The RFQ requires the proposer to submit the Drug-Free Workplace Certification form, however, this form is not included in the RFQ or available for download. Would the Town please provide this form?

Response: See Clarification #1. This form has been provided with this addendum.

Acknowledgement:

Randy P. Hollingworth
 Name of Signatory
Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
 Title

12/22/17
 Date

Thomas Fossler
 Procurement Manager


 Signature
Bermello Ajamil & Partners, Inc.
 Name of Bidder



RFQ 2018-06
Design Services for Miami Lakes Optimist Park
Addendum #7
Due Date: 11:00 AM, January 12, 2018

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

- 1. The Proposal Due Date is hereby extended from 11:00AM, January 5, 2018 to 11:00AM January 12, 2018.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory

Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design

Title

1/02/18

Date

Thomas Fossler
Procurement Manager

Signature

Bermello Ajamil & Partners, Inc.

Name of Bidder



RFQ 2018-06
Design Services for Miami Lakes Optimist Park
Addendum #8
Due Date: 11:00 AM, January 12, 2018

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

- 1. This addendum is issued to rectify technical issues with Form PM-R, Project Manager Reference Form, and RFQ-PP-R, Project Proposer Reference Form. Forms PM-R or RFQ-PP-R completed by hand will still be accepted.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory
**Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design**

Title

1/02/18

Date

Thomas Fossler
Procurement Manager



Signature
Bermello Ajamil & Partners, Inc.

Name of Bidder

**RFQ 2018-06****Design Services for Miami Lakes Optimist Park****Addendum #9****Due Date: 11:00 AM, January 12, 2018**

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. This addendum is issued to rectify technical issues with Form QT, Qualifications of Proposer's Team. Form QTs completed by hand will still be accepted.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory

Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design

Title

1/08/18

Date

Signature

Bermello Ajamil & Partners, Inc.

Name of Bidder

Thomas Fossler
Procurement Manager

**RFQ 2018-06****Design Services for Miami Lakes Optimist Park****Addendum #10****Due Date: 11:00 AM, January 12, 2018**

This addendum is incorporated into and made a part of the Request for Qualifications ("RFQ"). The following may include clarifications, revisions, additions, deletions, or answers to questions received relative to the RFQ, which take precedence over the RFQ documents. Underlined word(s) indicate additions. Deletions are indicated by strikethrough.

Clarifications

1. Due to technical difficulties with several forms, this addendum is issued to provide all RFQ forms and affidavits unlocked. Handwritten and scanned forms will still be accepted.

Acknowledgement:

Randy P. Hollingworth

Name of Signatory

Partner, Vice President Director of Planning,
Landscape Architecture and Urban Design

Title

1/11/18

Date

SignatureBermello Ajamil & Partners, Inc.

Name of Bidder

Thomas Fossler
Procurement Manager

CERTIFICATE OF AUTHORITY
(IF CORPORATION)

I HEREBY CERTIFY that at a meeting of the Board of Directors of Bermello Ajamil & Partners, inc., a corporation organized and existing under the laws of the State of Florida, held on the 4th day of January, 2018, a resolution was duly passed and adopted authorizing (Name) Randy Hollingworth as (Title) Partner of the corporation to execute bids on behalf of the corporation and providing that his/her execution thereof, attested by the secretary of the corporation, shall be the official act and deed of the corporation. I further certify that said resolution remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 4th, day of January, 2018.

Secretary

Print: Scott Bakos

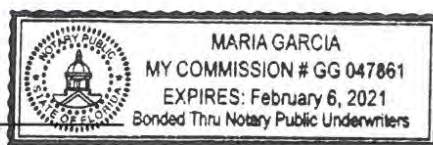
NOTARIZATION

STATE OF Florida)

COUNTY OF Miami-Dade) SS:

The foregoing instrument was acknowledged before me this 4th day of January, 2018, by Randy Hollingworth, who is personally known to me or who has produced _____ as identification and who (☐ did / ☐ did not) take an oath.

SIGNATURE OF NOTARY PUBLIC
STATE OF FLORIDA



PRINTED, STAMPED OR TYPED
NAME OF NOTARY PUBLIC

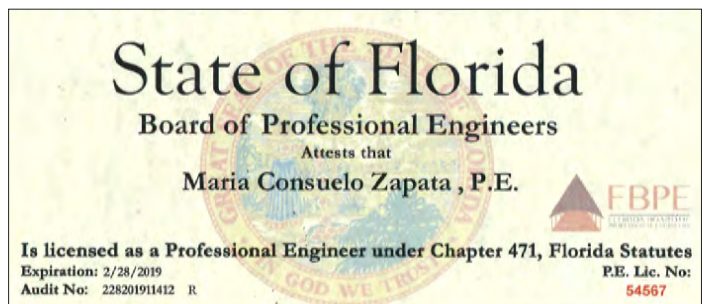
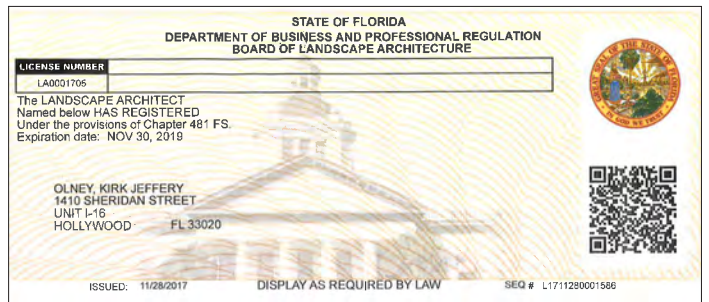
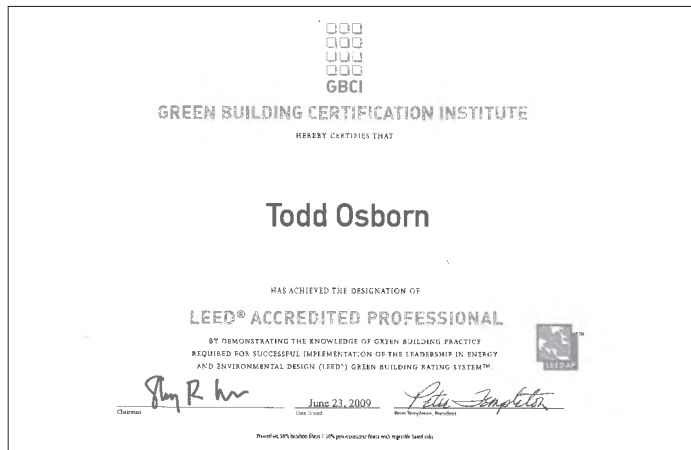
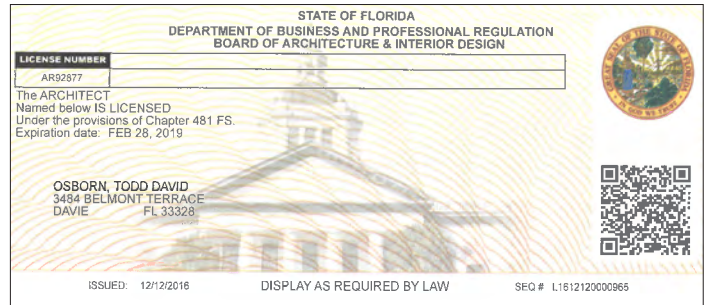
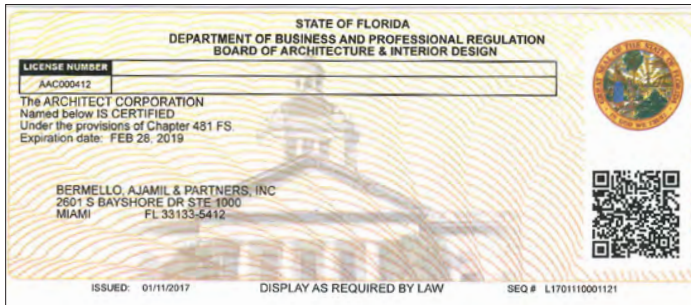


Halpatioke Regional Park - Martin County, FL
Individual Experience of Kirk Olney

PROPOSER'S LICENSES & CERTIFICATES

SECTION 7A

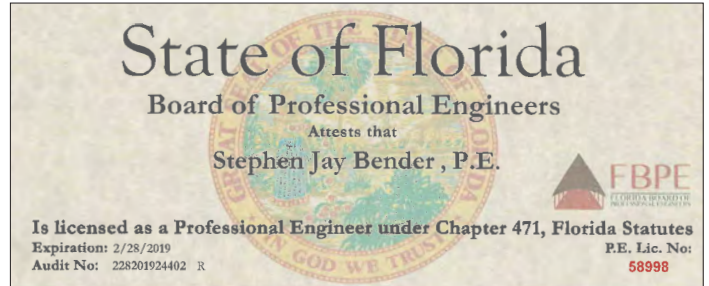
LICENSES - BERMELLO AJAMIL & PARTNERS, INC.



PROPOSER'S LICENSES & CERTIFICATES

SECTION 7A

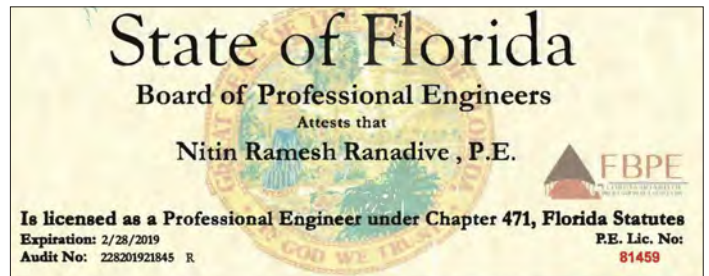
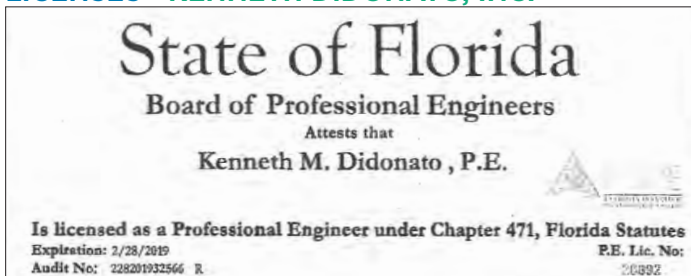
LICENSES - DELTA G CONSULTING ENGINEERS, INC.



LICENSES - TRC WORLDWIDE ENGINEERS



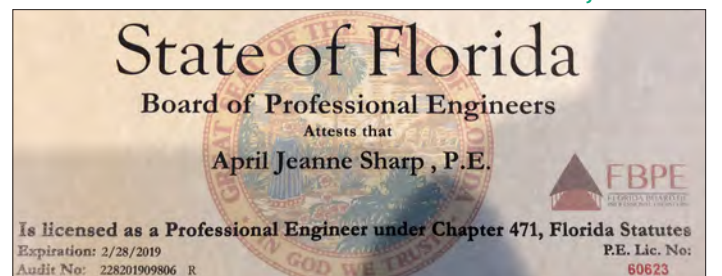
LICENSES - KENNETH DIDONATO, INC.



LICENSES - MUSCO SPORTS LIGHTING, LLC



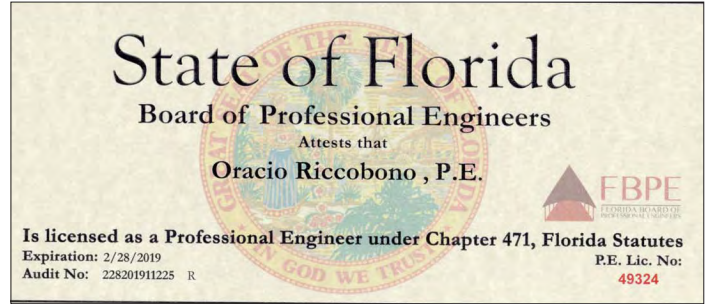
LICENSES - POWER & LIGHTING SYSTEMS, INC.



PROPOSER'S LICENSES & CERTIFICATES

SECTION 7A

LICENSES - GEOSOL, INC.



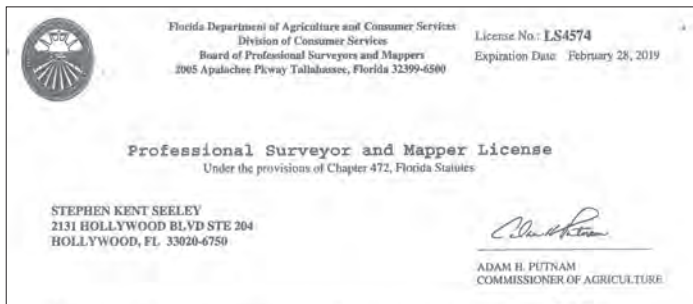
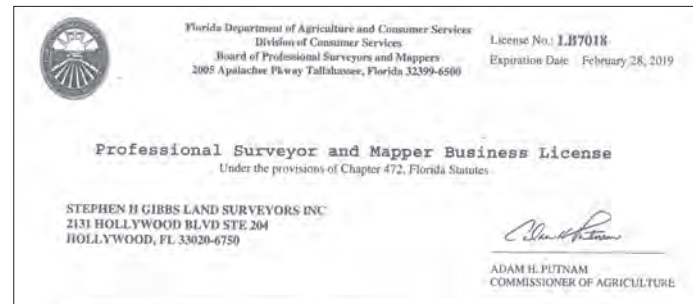
LICENSES - ENERGY COST SOLUTIONS GROUP, LLC



LICENSES - E SCIENCES, INC.



LICENSES - STEPHEN H. GIBBS LAND SURVEYOR



000224

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

2768175

BUSINESS NAME/LOCATION

BERMELLO AJAMIL & PARTNERS INC

2601 S BAYSHORE DR 1000

MIAMI FL 33133

RECEIPT NO.

RENEWAL

675158

EXPIRES

SEPTEMBER 30, 2018

Must be displayed at place of business

Pursuant to County Code

Chapter 8A - Art. 9 & 10

OWNER

BERMELLO AJAMIL & PARTNERS INC

Employee(s) 1

SEC. TYPE OF BUSINESS

212 P.A./CORP/PARTNERSHIP/FIRM

412

PAYMENT RECEIVED

BY TAX COLLECTOR

\$45.00 08/08/2017

CREDITCARD-17-052925

BERMELLO, AJAMIL & PARTNERS

AUG 19 2017

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

30% Recycled Paper

RFQ# 2018-06 | Design Services for Miami Lakes Optimist Park | 73

State of Florida

Department of State

I certify from the records of this office that BERMELLO, AJAMIL & PARTNERS, INC. is a corporation organized under the laws of the State of Florida, filed on February 28, 1977.

The document number of this corporation is 528526.

I further certify that said corporation has paid all fees due this office through December 31, 2018, that its most recent annual report/uniform business report was filed on January 2, 2018, 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 Second day of January, 2018*

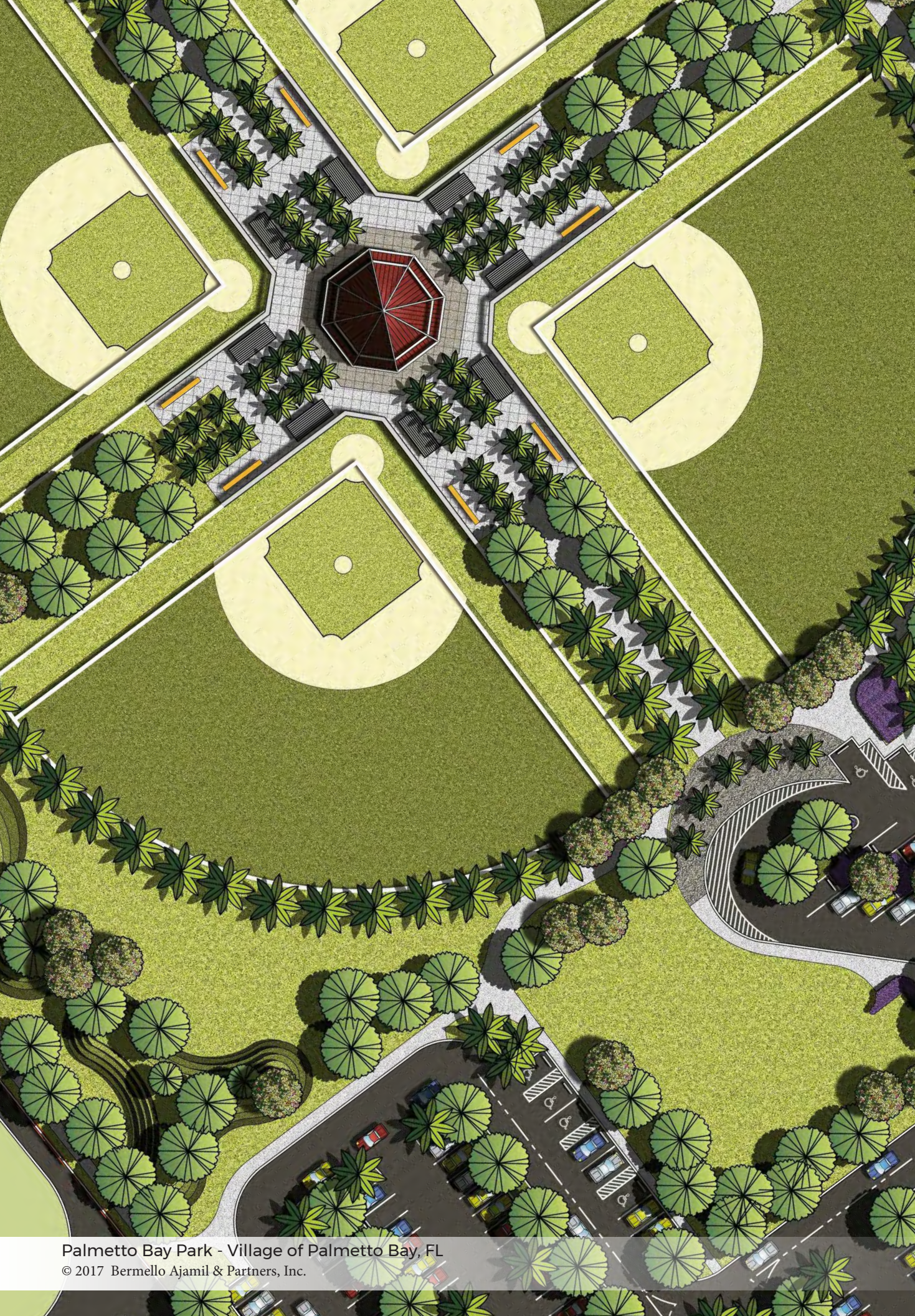


Ken Detzner
Secretary of State

Tracking Number: CC2506947646

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>




Palmetto Bay Park - Village of Palmetto Bay, FL
© 2017 Bermello Ajamil & Partners, Inc.

E-VERIFY COMPLIANCE CERTIFICATION

In accordance with County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Bidder hereby certifies that the U.S. Department of Homeland Security’s E-Verify system will be used to verify the employment eligibility of all new employees hired by the contractor during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation of such verification to the Town upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 01/04/18 SIGNATURE: 

COMPANY: Bermello Ajamil & Partners, Inc. NAME: Randy P. Hollingworth

(Typed or Printed) TITLE: Partner, Vice President Director of Planning, Landscape Architecture and Urban Design

ADDRESS: 2601 S. Bayshore, Drive,
Suite 1000, Miami, FL 33133

E-MAIL: BA@bermelloajamil.com

PHONE NO.: 305.859.2050

SWORN STATEMENT ON PUBLIC ENTITY CRIMES

SECTION 287.133(3)(a), FLORIDA STATUTES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Town of Miami Lakes
by Randy P. Hollingworth, Partner, Vice President, Director of Planning,
Landscape Architecture and Urban Design
[print individual's name and title]

for Bermello Ajamil & Partners, Inc.
[print name of entity submitting sworn statement]

whose business address is

2601 S. Bayshore, Drive, Suite 1000, Miami, FL 33133

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1722486

(If the entity has no FEIN, include the Social Security Number of the individual

signing this sworn statement: N/A)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)9g), 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 the United States, including, but not limited to, any bid or contract for goods and services to be provided to any public entity or an agency or political subdivision of any other state or of the United States involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or 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.

4. I understand than an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who

has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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 for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, not any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ This entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the 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. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO

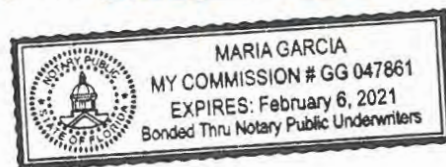
UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

BEFORE ME, the undersigned authority, personally appeared Randy P. Hollingworth to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Randy P. Hollingworth executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 4th day of January, 2018.

My Commission Expires:

Maria Garcia
Notary Public State of Florida at Large



CONFLICT OF INTEREST AFFIDAVIT

State of Florida }
 } SS:
 County of Miami-Dade

Randy P. Hollingworth being first duly sworn, deposes and says that he/she is the (Owner, Partner, Officer, Representative or Agent) of Bermello Ajamil & Partners, Inc. the Proposer that has submitted the attached Proposal and certifies the following;

Proposer certifies by submitting its Proposal that no elected official, committee member, or employee of the Town has a financial interest directly or indirectly in this Proposal or any compensation to be paid under or through the award of a contract, and that no Town employee, nor any elected or appointed official (including Town committee members) of the Town, nor any spouse, parent or child of such employee or elected or appointed official of the Town, may be a partner, officer, director or employee of Proposer, and further, that no such Town employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any contract award containing an exception to these restrictions must be expressly approved by the Town Council. Further, Proposer recognizes that with respect to this solicitation, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the Town, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Town, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the Town. The terms "Proposer" as used herein, includes any person or entity making a bid or proposal to the Town to provide goods or services.

Proposer further certifies that the price or prices quoted in the Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
 Witness

Willy A. Barreto
 Witness

By: [Signature]

Randy P. Hollingworth

(Printed Name)

Partner, Vice President Director of Planning, Landscape Architecture and Urban Design

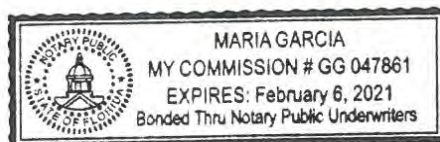
(Title)

BEFORE ME, the undersigned authority, personally appeared Randy P. Hollingworth to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Randy P. Hollingworth executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 4th day of January, 2018.

My Commission Expires:

Maria Garcia
 Notary Public State of Florida at Large



Form COI

NON-COLLUSIVE AFFIDAVIT

State of Florida }
 } SS:
 County of Miami-Dade

Randy P. Hollingworth being first duly sworn, deposes and says that:

- Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
 a) He/she is the Owner, Partner, Officer, Representative or Agent of Bermello Ajamil & Partners, Inc., the Bidder that has submitted the attached Proposal;
 b) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
 c) Such Proposal is genuine and is not collusive or a sham Proposal;
 d) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the attached Proposal or of any other Bidder, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal 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 work;
 e) Price or prices quoted in the attached Proposal are fair and proper and are not tainted by any 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 affiant.

Signed, sealed and delivered in the presence of:

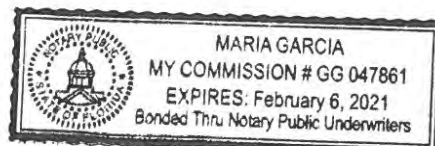
[Signature]
 Witness
Willy A. B...
 Witness

By: [Signature]
Randy P. Hollingworth
 (Printed Name)
Partner, Vice President Director of Planning, Landscape Architecture and Urban Design
 (Title)

BEFORE ME, the undersigned authority, personally appeared Randy P. Hollingworth well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Randy P. Hollingworth executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 4th day of January, 2018.

My Commission Expires:
[Signature]
 Notary Public State of Florida at Large



Form NCA

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Town of Miami Lakes, its elected officials, and Bermello Ajamil & Partners, Inc. or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

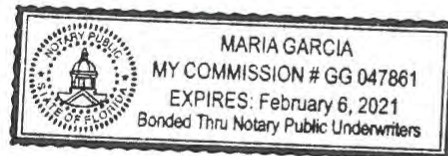
By: Randy P. Hollingworth
Title: Partner, Vice President Director of Planning, Landscape Architecture and Urban Design

BEFORE ME, the undersigned authority, personally appeared Randy P. Hollingworth to me well known and known by me to be the person described herein and who executed the foregoing Affidavit and acknowledged to and before me that Randy P. Hollingworth executed said Affidavit for the purpose therein expressed.

WITNESS, my hand and official seal this 4th day of January, 2018.

My Commission Expires:

Maria Garcia
Notary Public State of Florida at Large





PUBLIC RELATIONS AFFIDAVIT

Bidder's Name: Bermello Ajamil & Partners, Inc.

Solicitation No.: RFQ NO. 2018-06

By executing this affidavit, Proposer discloses any personal or business relationship or past experience with any current Town employee or elected representative of the Town.

Proposer shall disclose to the Town:

- a) Any direct or indirect personal interests in a vendor held by any employee or elected representative of the Town.

Last name	First name	Relationship
	NONE	
Last name	First name	Relationship
Last name	First name	Relationship

- b) Any family relationships with any employee or elected representative of the Town.

Last name	First name	Relationship
	NONE	
Last name	First name	Relationship
Last name	First name	Relationship



 Authorized Signature

01/04/18

 Date:

Randy P. Hollingworth

 Print Name

Partner, Vice President, Director of Planning,
 Landscape Architecture and Urban Design

 Title:

Town of Miami Lakes

TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Town of Miami Lakes (Town) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Town, whichever is later.

Bermello Ajamil & Partners, Inc.

Name of Consultant

By: 

**Randy P. Hollingworth, Partner,
Vice President Director of Planning,
Landscape Architecture and Urban Design**

01/04/18

Date

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Pursuant to Section 287.087, Florida Statutes, whenever two or more competitive solicitations that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied providers has a drug free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

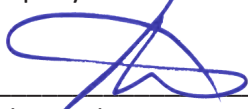
As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Bermello Ajamil & Partners, Inc.

01/04/18

Company Name:

Date



Authorized Signature:

Randy P. Hollingworth, Partner, Vice President
Director of Planning, Landscape Architecture and Urban Design

Printed Name and Title

COMPLIANCE WITH PUBLIC RECORDS LAW

The Town of Miami Lakes shall comply with the Public Records Law as provided by Chapter 119, Florida Statutes, and all applicable amendments. Applicants must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelope, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a response authorizes release of your firm's credit data to the Town of Miami Lakes.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their submittal/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the Town in a separate envelope marked "EXEMPT FROM PUBLIC RECORDS LAW". Failure to identify protected material via a separately marked envelopment will cause the Town to release this information in accordance with the Public Records Law despite any markings on individual pages of your submittal/proposal.

- (a) CONTRACTOR acknowledges TOWN'S obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that TOWN is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.
- (b) CONTRACTOR specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1. Keep and maintain public records that ordinarily and necessarily would be required by TOWN in order to perform the services required under this Agreement;
 - 2. Provide the public with access to public records on the same terms and conditions that TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - 4. Meet all requirements for retaining public records and transfer, at no cost to the TOWN, all public records in possession of CONTRACTOR upon termination of this Agreement 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 TOWN in a format that is compatible with the information technology system of TOWN.
- (c) Failure to comply with this Section shall be deemed a material breach of this Contract for which TOWN may terminate this Agreement immediately upon written notice to CONTRACTOR.

By submitting a response to this solicitation, the company agrees to defend the Town in the event we are forced to litigate the public records status of the company's documents.

Company Name: Bermello Ajamil & Partners, Inc.

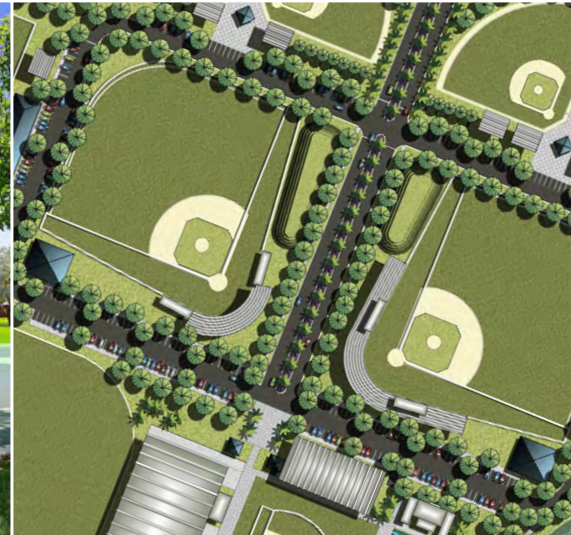
Authorized representative (print): Randy P. Hollingworth

Authorized representative (signature):  Date: 01/04/18



Joseph Scavo Park - Hallandale Beach, FL
© 2017 Bermello Ajamil & Partners, Inc.

Bermello Ajamil & Partners, Inc. has no comments or exceptions to the draft Agreement Terms and Conditions.



ARCHITECTURE
LANDSCAPE ARCHITECTURE
ENGINEERING
PLANNING
INTERIOR DESIGN
CONSTRUCTION SERVICES

► www.bermelloajamil.com





Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Neighborhood Matching Grant Program
Date: 4/3/2018

Recommendation:

It is recommended that the Town Council modify the Neighborhood Matching Grant Program to allow bike racks as an eligible project under this program.

Background:

At its December 2017 meeting, the Town Council requested that the Neighborhood Improvement Committee explore the feasibility to allow for bike racks to be considered an eligible project in the Neighborhood Matching Grant Program.

The Neighborhood Improvement Committee, at its February 2018 meeting, approved a recommendation to the Town Council to modify the resolution to allow *Bike Rack Projects* to be an eligible component of the Neighborhood Matching Grant Program.

ATTACHMENTS:

Description

Bike Racks- Neighborhood Matching Grants Resolution

Neighborhood Matching Grant Application Form

RESOLUTION NO. 2018-_____

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.

WHEREAS, on June 8, 2004, the Town of Miami Lakes, Town Council passed and adopted Resolution 2004-234 which created the Neighborhood Matching Grant Program; and

WHEREAS, at its December 2017 meeting, the Town Council requested the Neighborhood Improvement Committee to explore the feasibility of allowing bike racks as an eligible Neighborhood Matching Grant Program project.

WHEREAS, at its February 2018 meeting, the Neighborhood Improvement Committee deliberated and recommended the addition of Bike Rack Projects as an eligible Neighborhood Matching Grant Program project; and

WHEREAS, the Town Manager recommends that the Town Council adopt this resolution allowing for Bike Racks to be included as an eligible Neighborhood Matching Grant Program project; and

WHEREAS, the Town Council believes it is in the best interest of the Town to have Bike Racks included as an eligible Neighborhood Matching Grant Program 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.

Section 2. Inclusion of Bike Racks as an eligible Neighborhood Matching Grant Program project. The Town Manager and or his assignee are authorized to take any and all steps necessary to include the purchase and installation of Bike Racks as an eligible project under the Neighborhood Matching Grant Program.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

***** THIS PORTION HAS BEEN LEFT BLANK INTENTIONALLY *****

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 Inganzo
TOWN CLERK

Approved as to form and legal sufficiency:

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
TOWN ATTORNEY

Town of Miami Lakes

Neighborhood Matching Grant Application

Thank you for your interest in the Miami Lakes Neighborhood Matching Grant Program. Please read all the application materials thoroughly. If you need further assistance, please contact Community Engagement & Outreach Director, Clarisell De Cardenas via email at decardenasc@miamilakes-fl.gov or at 305-364-6100 ext. 1132.

Note: Your application will be reviewed to ensure that the application is complete before it is submitted to the Neighborhood Improvement Committee (NIC). Once the NIC reviews the application it is submitted to the Town Council for final approval.

Information Sheet

Purpose of the Program: The primary purpose of the Neighborhood Matching Grant is to create opportunities for neighbors to meet and work together, build stronger relationships, and provide enhanced benefits to the neighborhood.

Outcomes:

- Strengthening a neighborhood's appearance with the addition of permanent physical improvements and/or
- Promoting a greater sense of community through resident participation in a neighborhood project

Grant Amount: A maximum of \$5,000 per fiscal year will be matched per neighborhood project.

Eligible Applicants: Town of Miami Lakes HOA's or residents can apply.

Eligible Projects: A project must be in a public area, demonstrate a strong public purpose, receive active support from the neighborhood residents, and benefit the entire neighborhood. All projects must be designed to have a minimum life span of three years. All projects must be able to be

completed within 6 months. Eligible projects may include the purchase and installation of Bike Racks.

Award Criteria:

- Projects must comply with the Town's procurement ordinance for all contracts and purchases
(Procurement Ordinance: www.miamilakes-fl.gov/procurement)
- Each neighborhood seeking funding is required to make a presentation to the NIC at one of their regular meetings
(Committee Meeting Calendar: www.miamilakes-fl.gov/calendar)

Supporting Materials:

Photographs: Photographs may be submitted in support of the application. Submit as many photographs as needed to clearly convey the need for or circumstances related to the project. Photographs should be numbered and labeled with the location and a brief description of what is being illustrated.

Plans and/or Graphical Renderings: Site and landscape plans are two types of plans commonly used in community development. Site plans depict the existing conditions on the site including property dimensions, building locations, driveways, street lights, proposed improvements, and any other feature relative to the project. A landscape plan is a map that shows existing and proposed landscape features, including the location and type of plant materials. If necessary, Town staff can provide guidance on your plan preparation. You must submit at least one plan or graphical rendering to illustrate the location, type and scope of the proposed improvements.

Other: List and submit any additional supporting materials that you feel are pertinent to your application (neighborhood documentation, correspondence, traffic studies, crime statistics, etc.).

Financial Requirements:

For grant application submittal:

1. An initial Project Budget shall be submitted with the application of the NMGP. (Part III)

Once a grant has been approved:

1. An updated Project Budget shall be completed and submitted prior to release of funds.
2. A separate checking account must be opened for this project.
3. Upon initiating the project, the Town will issue a check for 50% of the approved funds, and the applicants must transfer all of their cash funds. All grant funds must be kept separate. These funds shall be maintained in the homeowner's association or sponsor's name. Accurate records shall be maintained to ensure that grant funds are solely used towards the completion of the project.

4. The neighborhood group or homeowner's association is expected to meet its project goals and expend its funds by the date stated on the application.
5. The Town reserves the right to request all backup documentation such as receipts, invoices, etc.

Once the project is completed:

1. Provide the Town with a financial summary that accounts for all the funds the project team has collected and spent on the completion of the project.
2. Upon the completion of the project or the end of the grant term or at any time that the association may require, a request for an additional draw of funds may be submitted to the Town. This request must fully document all the expenses incurred to that date.
3. If grant funds remain upon completion of the project, the neighborhood group or homeowner association must include in its final report a timeline stating when and how these funds will be spent. All monies solicited to support the NMGP must be spent on the NMGP.

Neighborhood Matching Grant Application Checklist

Prior to submittal, please review this checklist to make sure that you have completed all parts of the application.

Project Checklist:

- ☐ Part I: Applicant Project Information (page 5)
- ☐ Part II: Questions (page 6)
- ☐ Part III: Project Budget (page 7)
- ☐ Part IV: Neighborhood Support Form (page 9)

Note: It is important that you complete each item on this application form. If you have any questions, please contact Clarisell De Cardenas, Community Engagement & Outreach Director via email at decardenasc@miamilakes-fl.gov or at 305-364-6100 ext. 1132.

PART I: Applicant Project Information

Name of Applicant: _____

Signature: _____

Name of Project Coordinator: _____

(Project coordinator who can answer questions prior to proposal review and receives all correspondence related to project.)

Address: _____

Daytime Phone: _____

Evening Phone: _____

Email address: _____

Project Name: _____

Brief Project Description: _____

Specific address of this project: _____

(Please submit map.)

How many people are in support of project? _____

Total Town Neighborhood Matching Grant request: \$_____

Total value of the neighborhood's contribution (match) \$_____

Photographs attached?

☐ Yes

☐ No

Town Office Use Only

Reviewed by: _____

Date submitted: _____

PART II: Questions

1. Project Purpose

What problem or opportunity will be addressed by this project and what is the end goal or visible product that will result when the project has been completed?

2. Work Plan

Outline how your Neighborhood plans to accomplish this project. List the key activities to reach your Neighborhood goals and next to the activity, list the date (month/year) estimated it will be completed (all project must be completed within 6 months).

Activity

Completion Date

3. Neighborhood Improvement Project

- a. Who is the owner (public or private) of the property where the project will take place?

- b. If private, the application must be submitted by the owner of the property.

- c. What is the Neighborhood's plan for providing on-going maintenance of this improvement?

PART III: Project Budget

- A. Description of Item:** List each resource needed to complete your project.
- B. Quantity:** List the amount of each resource needed.
- C. Source of Cost:** Supplier of item listed in A.
- D. Total:** Calculate the total cost (include sales tax if appropriate).
- E. In-Kind/Cash Contribution:** Describe where the neighborhoods \$ are coming from.

A. Description of Item	B. Quantity	C. Source of Cost	D. Total
Total Proposed Expenses:			

E. Neighborhood's Contribution	D. Total
<ul style="list-style-type: none"> • In-kind = Volunteer Labor/Professional Services • In-kind \$ cannot exceed 20% of total contribution • Volunteer labor valued at \$8/hour 	
In-Kind:	
Cash Contribution: (name/address of contributor and contribution amount)	
Total Proposed Contribution:	

PART III: Project Budget (SAMPLE)

- A. Description of Item:** List each resource needed to complete your project.
B. Quantity: List the amount of each resource needed.
C. Source of Cost: Supplier of item listed in A.
D. Total: Calculate the total cost (include sales tax if appropriate).
E. In-Kind/Cash Contribution: Describe where the neighborhoods \$ are coming from.

A. Description of Item	B. Quantity	C. Source of Cost	D. Total
<i>Trees</i>	<i>30 @ \$29</i>	<i>Joe's Nursery</i>	<i>\$870</i>
<i>Chain Saw Rental</i>	<i>12 hours @ \$10/hour</i>	<i>Home Depot</i>	<i>\$120</i>
<i>Mulch</i>	<i>35 bags @ \$5</i>	<i>Lowe's</i>	<i>\$175</i>
<i>Labor</i>	<i>90 hours @ \$12</i>	<i>Tree Co.</i>	<i>\$1080</i>
Total Proposed Expenses:			<i>\$2,245</i>

E. Neighborhood's Contribution	D. Total
<ul style="list-style-type: none"> In-kind = Volunteer Labor/Professional Services In-kind \$ cannot exceed 20% of total contribution Volunteer labor valued at \$8/hour 	
In-Kind:	
<i>Tree Planter 50 hours @ \$12/hour</i>	<i>\$600</i>
<i>Volunteer Labor 10 hours @ \$8/hour</i>	<i>\$80</i>
Cash Contribution: (name/address of contributor and contribution amount)	
<i>John Smith, 15000 NW 67th Avenue, Miami Lakes, FL 33014</i>	<i>\$80</i>
<i>Anna Banderas, 14800 NW 87th Avenue, Miami Lakes, FL 33016</i>	<i>\$450</i>
Total Proposed Contribution:	<i>\$1,330</i>

PART IV: Neighborhood Support Form
(List all residents that are in support of the project.)

(List all residents that are in support of the project.)

[illegible]

A stylized graphic of a palm tree. The trunk is a thick, brown, curved shape that starts from the bottom right and extends upwards. The fronds are represented by several green, teardrop-shaped leaves of varying sizes, arranged in a fan-like pattern from the top of the trunk.

MIAMI LAKES

Growing Beautifully

Neighborhood Matching Grant Application

Town of Miami Lakes

Neighborhood Matching Grant Application

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PART I: Applicant Project Information

Name of Applicant: _____

Signature: _____

Name of Project Coordinator: _____

(Project coordinator who can answer questions prior to proposal review and receives all correspondence related to project.)

Address: _____

Daytime Phone: _____

Evening Phone: _____

Email address: _____

Project Name: _____

Brief Project Description: _____

Specific address of this project: _____

(Please submit map.)

How many people are in support of project? _____

Total Town Neighborhood Matching Grant request: \$ _____

Total value of the neighborhood's contribution (match) \$ _____

Photographs attached?

☐ Yes

☐ No

Town Office Use Only

Reviewed by: _____

Date: _____

Date submitted: _____

PART II: Questions

1. Project Purpose

What problem or opportunity will be addressed by this project and what is the end goal or visible product that will result when the project has been completed?

2. Work Plan

Outline how your Neighborhood plans to accomplish this project. List the key activities to reach your Neighborhood goals and next to the activity, list the date (month/year) estimated it will be completed (all project must be completed within 6 months).

Activity	Completion Date
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

3. Neighborhood Improvement Project

- a. Who is the owner (public or private) of the property where the project will take place?

- b. If private, the application must be submitted by the owner of the property.

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D. Total: Calculate the total cost (include sales tax if appropriate).
E. In-Kind/Cash Contribution: Describe where the neighborhoods \$ are coming from.

A. Description of Item	B. Quantity	C. Source of Cost	D. Total
Total Proposed Expenses:			

E. Neighborhood's Contribution <ul style="list-style-type: none"> In-kind = Volunteer Labor/Professional Services In-kind \$ cannot exceed 20% of total contribution Volunteer labor valued at \$8/hour 	D. Total
In-Kind:	
Cash Contribution: (name/address of contributor and contribution amount)	
Total Proposed Contribution:	

PART III: Project Budget

- A. Description of Item:** List each resource needed to complete your project.
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Total Proposed Expenses:			\$2,245

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<i>Tree Planter 50 hours @ \$12/hour</i>	<i>\$600</i>
<i>Volunteer Labor 10 hours @ \$8/hour</i>	<i>\$80</i>
Cash Contribution: (name/address of contributor and contribution amount)	
<i>John Smith, 15000 NW 67th Avenue, Miami Lakes, FL 33014</i>	<i>\$80</i>
<i>Anna Banderas, 14800 NW 87th Avenue, Miami Lakes, FL 33016</i>	<i>\$450</i>
Total Proposed Contribution:	\$1,330

PART IV: Neighborhood Support Form

(List all residents that are in support of the project.)

Name	Phone Number	Address	Signature



Town of Miami Lakes Memorandum

To: The Honorable Mayor and Town Council
From: Raul Gastesi, Town Attorney
Subject: Amendment to the Town Manager Selection Process
Date: 4/3/2018

Recommendation:

On February 13, 2018, during a duly noticed Town Council Workshop regarding the Manager Selection process it was discussed that the Manager Selection Advisory Board should review all qualified applications and present a short list of 5 to 7 applications to the Town Council for consideration. In order to achieve this it is necessary to amend our current code.

Between first and second reading a few changes were made, specifically relating to the interview process in order to allow the committee more flexibility in their decision making process.

ATTACHMENTS:

Description

Ordinance Second Reading

ORDINANCE NO. 18 - ____

**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.**

WHEREAS, the Town of Miami Lakes (“Town”) Charter (“Charter”) was amended on May 17, 2016; and

WHEREAS, Section 3.2 of the Town’s Charter now provides that “The Town Manager shall be appointed by a majority vote of the Council solely on the basis of executive and administrative qualifications, with special reference to actual experience or knowledge of the duties of the office of Town Manager. The Town Manager shall be removed by a majority vote of the Council. The Council shall receive feedback from the community as to nominees for Town Manager. The Town shall enact an ordinance to implement this Section.”; and

WHEREAS, on May 2, 2017, the Town Council adopted Ordinance 17-204 which created Section 2.55 of the Town Code and set forth procedures for selection and appointment of a Town Manager; and

WHEREAS, Section 2.55 provides for the creation of a Town Resident Selection Committee; and

WHEREAS, on Tuesday, February 13, 2018, pursuant to Section 2.55 of the Town Code, a duly noticed Town Council Workshop was held; and

WHEREAS, during the February 13, 2018 Town Council Workshop, the public and members of the Town Resident Selection Committee discussed the selection process and the role of the Selection Committee; and

WHEREAS, the Town Council deliberated and provided instruction to the Town Attorney to prepare an Ordinance amending Section 2.55 in order to allow the Town Resident Selection Committee a greater role in the selection process; and

WHEREAS, the Town Council hereby finds and declares that adoption of this Ordinance is necessary, appropriate and advances the public interest.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL
OF THE TOWN OF MIAMI LAKES AS FOLLOWS:**

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval. The Town Council hereby adopts the amendment to the Town Code as provided at Exhibit "A" and as incorporated herein.

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 be included in the Town Code.

Section 6. Effective date. This Ordinance shall become effective immediately upon adoption on second reading.

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.
Additions between first and second reading are shown in double underlined; deletions between first and second reading are shown in ~~double-strikethrough~~.
Omitted portions of this ordinance are shown as "* * *".

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 _____, 2018.

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.
Additions between first and second reading are shown in double underlined; deletions between first and second reading are shown in ~~double striketrough~~.
Omitted portions of this ordinance are shown as “* * *”.

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 M. Inganzo
Town Clerk

Approved as to form and legal sufficiency:

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.
Additions between first and second reading are shown in double underlined; deletions between first and second reading are shown in ~~double striketrough~~.
Omitted portions of this ordinance are shown as “* * *”.

Raul Gastesi, Jr.
Gastesi & Associates, P.A.
Town Attorney

Additions to the text are shown in underlined; deletions from the text are shown in ~~striketrough~~.
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Omitted portions of this ordinance are shown as “* * *”.

THIS SPACE INTENTIONALLY LEFT BLANK

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Additions between first and second reading are shown in double underlined; deletions between first and
second reading are shown in ~~double striketrough~~.
Omitted portions of this ordinance are shown as “* * *”.

EXHIBIT “A”

Article III. OFFICERS AND EMPLOYEES

[...]

Section 2.55. - Town Manager.

[...]

(c) *Selection.* Should a vacancy occur, the Town Council shall, by resolution, initiate a Town Manager selection process which shall be carried out in the following manner:

[...]

(4) *Selection.* The Town Attorney and the search firm, if any, otherwise, the Town HR liaison will ~~narrow the applicant list to ten to 15 applicants to be interviewed by the selection committee.~~ review all applications to ensure the applicants conformity to the minimum qualifications for the position of Town Manager and forward all conforming applications to the Selection Committee. The Selection Committee ~~shall be responsible to~~ may interview some or all ~~each~~ candidates with conforming applications and present a short list of five to seven candidates to the Town Council. The Town Council shall take into consideration the Selection Committee’s suggestion; however, the Town Council may consider other candidates that may or may not have been interviewed or considered by the selection committee.

Additions to the text are shown in underlined; deletions from the text are shown in ~~strikethrough~~.
Additions between first and second reading are shown in double underlined; deletions between first and second reading are shown in ~~double strikethrough~~.
Omitted portions of this ordinance are shown as “* * *”.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager & Raul Gastesi, Town Attorney
Subject: Charter Amendment - Future Special Elections
Date: 4/3/2018

Recommendation:

At the July 25, 2017 Regular Council Meeting, stemming from a new business item brought by Councilman Luis Collazo, the Town Council directed staff to present the attached resolution.

Background:

In accordance with Section 2.5(c)ii of the Town Charter, pertaining to a vacancy on the Town Council when six months or more remain in the unexpired term, the vacancy shall be filled by a nomination of the Mayor made within 30 calendar days following the occurrence of the vacancy, subject to confirmation of the Council. The nominee shall fill the vacancy until the next regularly scheduled election in Miami-Dade County at which time an election shall be held to fill the vacancy.

At the July 25, 2017 Regular Council Meeting, the Town Council unanimously approved to submit to the voters an amendment to Section 2.5(c)ii of the Town Charter, in order for future Special Elections to coincide or to be held during the Town of Miami Lakes General Elections held in November, instead of the Miami-Dade County's election.

It is the desire of the Town Council to present to the qualified electors of the Town of Miami Lakes, the proposed Town Charter amendment provided for in this resolution, via a ballot question to be placed on the Primary Countywide Election, scheduled to take place on August 28, 2018.

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 AUGUST 28, 2018; PROVIDING FOR NOTICE; PROVIDING FOR SEVERABILITY; PROVIDING FOR RELATED MATTERS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council recognizes the need to provide the Town with Councilmembers that are educated and knowledgeable in the areas of good governance; and

WHEREAS, in order to achieve this goal, and pursuant to Section 6.1 of the Town Charter, 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 2.5 (c)(ii) "Filling of Vacancies" as follows¹:

Section 2.5 Vacancies; Forfeiture of Office; Filling of Vacancies.

“* * *”

(c) *Filling of vacancies.* A Vacancy on the Council shall be filled as follows:

“* * *”

ii) If six months or more remain in the unexpired term, the vacancy shall be filled by a nomination of the Mayor made within 30 calendar days following the occurrence of the vacancy, subject to confirmation by the Council. The nominee shall fill the vacancy until the next ~~regularly scheduled election in Miami-Dade County~~ regularly scheduled election as described in Article 5, at which time an election shall be held to fill the vacancy. However, if the Council is unable to confirm a nominee a special election to fill that vacancy shall be held no later than 90 calendar days following the occurrence of the vacancy.

Section 3. Election Called. That a special election is hereby called, to be held on Tuesday, the 28th day of August 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:

1. AMENDING SECTION 2.5 (c)(ii) OF THE TOWN CHARTER IN ORDER TO MODIFY THE ELECTION DATE FOR FILLING IN VACANCIES TO COINCIDE WITH REGULARLY SCHEDULED TOWN ELECTIONS

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 “* * *”.

The Town Charter currently calls for elections of persons to fill vacancies on the Town Council to be held during the proceeding, regularly scheduled Miami-Dade County election immediately following the confirmation of the Mayor's nomination to fill the vacancy. The proposed charter amendment deletes the requirement that elections take place during the proceeding Miami-Dade County election and replaces it with a requirement that elections take place during the proceeding Town election.

Shall the above described amendment be adopted?

Yes []

No []

Section 5. Ballot; Notice; Copies

- a. Balloting shall be conducted on Tuesday, August 28, 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, July 22, 2018), and the second publication to be in the third week prior to the election (to-wit: during the week commencing Sunday, August 5, 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 ORDERED TO BE HELD WITHIN THE TOWN ON TUESDAY AUGUST, 28, 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 2.5 (c)(ii) OF THE TOWN CHARTER IN ORDER TO MODIFY THE ELECTION DATE FOR FILLING IN VACANCIES TO COINCIDE WITH REGULARLY SCHEDULED TOWN ELECTIONS

The Town Charter currently calls for elections of persons to fill vacancies on the Town Council to be held during the proceeding, regularly scheduled Miami-Dade County election immediately following the confirmation of the Mayor’s nomination to fill the vacancy. The proposed charter amendment deletes the requirement that elections take place during the proceeding Miami-Dade County election and replaces it with a requirement that elections take place during the proceeding Town election.

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 Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: NW 77th Ct Right Turn Lane Extension
Date: 4/3/2018

Recommendation:

*This item requires waiver of the four-day rule, in accordance with Section 7.3 of the Special Rules of Order of the Town of Miami Lakes.

It is recommended that the Town Council pass a resolution supporting the Florida Department of Transportation's (FDOT) NW 77th Court Right Turn Lane Extension project.

Background:

At the Town Council's October 6, 2015 meeting, resolution 15-1330 was passed adopting 23 strategies to address transportation issues facing the Town. One of the strategies identified was to extend the northbound right turn lane at NW 77th Court by 150 ft. to add more storage space for vehicles turning right onto NW 154th Street and the Palmetto Expressway South. In addition, this improvement will reduce congestion to the NW 77th Court northbound through traffic lanes.

Earlier last year, the Town met with FDOT to discuss the Town's transportation initiatives. As a result, FDOT agreed to design and construct the NW 77th Court right turn lane improvement. FDOT has already completed the design plans and is currently working with Miami-Dade County to obtain the permanent easement necessary to build the turn lane improvement. This project will have no fiscal impact to the Town.

On March 30th, 2018, FDOT contacted the Town to request a resolution from the Town Council for support on this project. FDOT will be submitting the necessary right-of-way documents needed for the permanent easement April 30th, 2018. In order to keep the project on schedule, this item is being added to the April agenda. Due to the nature and importance of supporting this project, this resolution qualifies as an emergency requiring the need to waive the four-day rule and have this matter heard expeditiously. Lastly, the passing of this resolution will help assist FDOT obtain a speedier approval from Miami-Dade County to construct the project.

ATTACHMENTS:

Description

Resolution

RESOLUTION NO 18 - _____

**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.**

WHEREAS, on November 3, 2015, the Town of Miami Lakes (the “Town”) passed Resolution Number 15-1330 which adopted 23 strategies to address transportation issues facing the Town; and

WHEREAS, one of the strategies identified was the extension of the northbound right turn lane at NW 77th Court by 150 feet, in order to add additional storage space for vehicles turning right onto NW 154th Street and the Palmetto Expressway South; and

WHEREAS, Florida Department of Transportation (“FDOT”) has agreed to construct the NW 77th Court Right Turn Lane Improvement and has completed design plans; and

WHEREAS, FDOT is currently working with Miami-Dade County to obtain a permanent easement which is necessary to build the turn lane improvement; and

WHEREAS, on March 30th, 2018, FDOT contacted the Town and requested a resolution from the Town Council supporting the NW 77th Court Right Turn Lane Improvement Project; and

WHEREAS, this project will have no fiscal impact on the Town; and

WHEREAS, the Town Manager believes it is in the best interest of the Town to support the NW 77th Court Right Turn Lane Improvement Project; and

WHEREAS, the Town Council agrees that it is in the best interest of the Town to support the NW 77th Court Right Turn Lane Improvement.

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 NW 77th Court Right Turn Lane Improvement Project to the Florida Department of Transportation and Miami-Dade County.

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 Inganzo
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 Mayor and Councilmembers
From: Honorable Councilmember Marilyn Ruano
Subject: School Safety Town Hall Meeting
Date: 4/3/2018

Recommendation:

In light of recent events involving active shooters at schools, I would like to ask the Council to consider hosting a School Safety Town Hall meeting.

For several weeks now, residents have been reaching out via telephone, texts and social media. It is evident, that there is a strong desire from our residents, business and civic community to communicate their concerns and frustrations with their elected officials. Many of the conversations on social media have been antagonistic and divisive. I believe it is incumbent for us to facilitate a venue for our residents, business and civic community to communicate in a manner that will allow for the free expression of ideas, foster unity among our residents and yield a productive result.

I propose a Town Hall meeting, hosted by Town of Miami Lakes, in order to give Miami Lakes community a venue where they can have candid discussions regarding school safety issues and voice their concerns with us, their elected representatives. This discussion could yield simple, fiscally neutral recommendations that the Town could use to complement proposals already before the MDCPS, and that could enhance School Safety. The results of this Town Hall Meeting could be memorialized in a resolution and forwarded to the appropriate administrative bodies.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Frank Mingo
Subject: One for One Regulation Reduction
Date: 4/3/2018

Recommendation:

Although sometimes necessary for public safety of life in our town, government regulation can also be burdensome on our local businesses and residents. In an effort to reduce obsolete and over burdensome regulations, I propose reducing one regulation for every new regulation proposed/approved by the Council.

I would also like to ask for a 90-day freeze on any new regulation before they go in effect so that staff can create a list of recommendations of obsolete or over burdensome regulations. The Council may then consider the staff's list of obsolete/burdensome regulations when they present a new regulation for Council consideration. In addition, Council Members may use the staff recommendation or a regulation of their own choosing to sponsor a reduction for Council consideration.

The intent and goal of this ordinance is to assist our small business and citizens with the reduction of obsolete and over burdensome local government regulations.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor and Councilmembers
From: Honorable Mayor Manny Cid
Subject: Police Resources
Date: 4/3/2018

Recommendation:

As the debate continues on how to fund school resource officers, I would like to direct the Town Manager to redeploy our Neighborhood Resource Unit to our schools during school hours until the end of the school year. Keep in mind that these officers already spend several hours a day at the school for drop off and pick up.

This is only a 3 month span and will give us an opportunity to continue conversations with the School District and Miami Dade County on school security plans before the 18-19 school year begins.

Fiscal Impact: High



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Nelson Rodriguez
Subject: Support of Give A Ball, Spread the Love Program
Date: 4/3/2018

Recommendation:

I would like for the Town Council to support the Give A Ball, Spread the Love program.

This program was an initiative in 2013 led by Miami Lakes resident Carlos Garcia Jr, a sophomore at Belen High School, and now his brother Kevin Garcia has joined as well. The Give A Ball, Spread the Love program collects basketball donations to benefit kids from the Overtown Youth Center. I would like for Town Hall to participate as a drop off location and use our social media resources for donations.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Vice Mayor Frank Mingo
Subject: Review and Update of Employee Discrimination and/or Harassment Policy
Date: 4/3/2018

Recommendation:

It is important that all Town employees enjoy a great and productive work place, for that reason the Town must take strong action to prevent and prohibit sexual harassment in the work place through strong policy and training.

The Town of Miami Lakes has a Discrimination and Harassment policy that was implemented on January 10, 2003. The State of Florida implemented a policy to prevent and prohibit sexual harassment this year. I would like to direct staff to review our current policy and determine if any of the states or any other sexual harassment policy should be incorporated into our town policy.

I would also like to impose the requirements of our revised policy to town elected officials and vendors through a resolution of the Town Council.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Vice Mayor & Councilmembers
From: Honorable Mayor Manny Cid
Subject: Charter Members Evaluation
Date: 4/3/2018

Recommendation:

In 2019, we will have several new Council Members plus a new Town Manager, I want to ensure that future members of the Council and staff members have the proper tools to measure/evaluate performance.

I would like to do a yearly evaluation of our three charter positions: The Town Manager, Town Attorney, and Town Clerk.

We can utilize Performance Evaluation Forms provided by ICMA to evaluate our Manager and Attorney. For the Town Clerk we can coordinate with the Florida Association of City Clerks.

These evaluations will be placed on the Town website on a yearly basis.

Fiscal Impact: Low (if no change in compensation results from evaluation)



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Nelson Rodriguez
Subject: Town Hall Meeting on Schools Safety and Security
Date: 4/3/2018

Recommendation:

I kindly request a meeting on School Safety and Security to take place in Town Hall to discuss needed changes in our school's. This way, our community can attend and voice their opinion in a peaceful manner. I would like for the Principals of our local schools, their staff, our Major and police officers to participate and provide us with their feedback on this matter. This Town Hall meeting is in direct response to the recent school shooting taking place in our country.

Fiscal Impact: Low



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Honorable Councilmember Luis Collazo
Subject: Report on Police Mental Health Collaboration Project: Strategic Mapping Meeting Planning (March 20, 2018)
Date: 4/3/2018

Recommendation:

Please see attached.

ATTACHMENTS:

Description

Attachment I

Report:

Police Mental Health Collaboration Project: Strategic Mapping Meeting Planning (March 20, 2018)

<https://www.scpr.org/news/2018/03/07/81418/here-s-how-to-prevent-the-next-school-shooting-exp/>

<https://curry.virginia.edu/faculty-research/centers-labs-projects/research-labs/youth-violence-project>



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Comprehensive Annual Financial Report (CAFR) FY2017 Presentation
Date: 4/3/2018

Background:

The Comprehensive Annual Financial Report (CAFR) is the combined financial statement of all funds. The Town has nine funds: General Fund, Special Revenue, Electric Utility Tax, Building Department, Debt Service, Disaster, Capital Projects, Impact Fees, Internal Service and Storm Water Utility Fund.

Pursuant to the Florida Statute Chapter 218 and of the rules of the Auditor General, the Town is required to report all financial activities at the end of every fiscal year. The Government Finance Officers Association awarded the Town a Certificate of Achievement for Excellence in Financial Reporting for fiscal years 2012 thru 2016.

To prepare the CAFR, the Town is required to perform an independent audit of all financial activity during the fiscal year by a licensed CPA firm. At the end of the fiscal year 2017, the Town has positive balances in all categories of net position and the audit concluded that there were no weaknesses, deficiencies and findings. This conclusion also applies to the State Grant single audit under rule 10.557, refer to page #89 of the CAFR for more information. Needless to say, the Town is in a very healthy and favorable financial position.

The CAFR will be presented to you by a representative of the Town's audit firm, Rodriguez, Trueba & Co., CPA, P.A. The CAFR can be found in the "Finance Section" of the Town's website. Please click on the following link to access the report. <http://www.miamilakes-fl.gov/finance/>

ATTACHMENTS:

Description

CAFR FY2017



Town of Miami Lakes, Florida

2017

Comprehensive Annual Financial Report
For the Fiscal Year Ended September 30, 2017

TOWN OF MIAMI LAKES, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2017

Prepared by:
THE FINANCE DEPARTMENT

www.miamilakes-fl.gov

TOWN OF MIAMI LAKES, FLORIDA
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017
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INTRODUCTORY SECTION



Town of Miami Lakes
6601 Main Street
Miami Lakes, FL 33014
(305) 364-6100
www.miamilakes-fl.gov

Mayor
Manny Cid

Vice Mayor
Frank Mingo

Councilmembers:

Tim Daubert

Luis E. Collazo

Caesar Mestre

Nelson Rodriguez

Marilyn Ruano

Town Manager
Alex Rey

Town Clerk
Gina Inganzo

March 19, 2018

The Honorable Manny Cid, Mayor
Members of the Town Council
Citizens of the Town of Miami Lakes

Ladies and Gentlemen:

We are pleased to present the Town of Miami Lakes, Florida (the "Town") Comprehensive Annual Financial Report ("CAFR") for the Fiscal Year ended September 30, 2017, pursuant to Florida State Statute and of the Rules of the Auditor General. The financial statements included in the report conform to Generally Accepted Accounting Principles in the United States of America ("GAAP") as prescribed by the Government Accounting Standards Board ("GASB"). The responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Town.

This report may be accessed via the internet at <http://www.miamilakes-fl.gov/finance/>

The financial statements have been audited by Rodriguez, Trueba & Co., CPA, P.A., a licensed certified public accounting firm. The goal of the independent audit was to provide reasonable assurance that the Town's financial statements for the Fiscal Year ended September 30, 2017 are free of material misstatements. The independent audit involved examining (on a test basis) evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditor concluded, based upon their audit, that there was a reasonable basis for rendering an unmodified opinion that the Town's financial statements for Fiscal Year ended September 30, 2017, are fairly presented in conformity with the Generally Accepted Accounting Principles (GAAP). The independent auditor's report is presented as the first component of the financial section of this report.

Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

Miami Lakes was incorporated on December 5, 2000. It is one of the 35 municipalities in Miami-Dade County, Florida and is conveniently located just 16 miles north of Downtown Miami and only 10 miles from Miami International Airport. The Town encompasses about 6.8 square miles, bound by NW 170th Street and the Palmetto Expressway (SR 826) to the north, NW 138th Street to the south, NW 57th Avenue (Red Road) to the east, and Interstate 75 to the west.

Over the last 40 years, Miami Lakes has progressed from a dream on paper to a reality. This vibrant community is nationally recognized as one of the best examples of unique and innovative town planning. Land use in the Town is predominantly low-density residential. The next most prevalent uses are light industrial and office parks comprising 13% of the Town's area, and lakes and canals making up about 11%. The population of the Town of Miami Lakes has grown to around 30,873 residents and based on the 2010 census, it currently ranks 12th in population size within Miami-Dade County, within the middle of the range for city size. Comparable cities include Aventura on the high end of the population spectrum and Palmetto Bay on the lower end. The Town of Miami Lakes' residential areas are essentially built out with only a handful of large parcels that are undeveloped.

Government Structure and Services Provided

The Town operates under a Council-Manager form of government. The Town Council consists of the Mayor and six at-large members. The Mayor is a voting member of the Council. The members of the Council are limited to two consecutive four-year terms and they are responsible for policymaking and legislative authority, passing ordinances, resolutions, adopting the budget, and appointing committees. The Town Council is responsible for the selection and appointment of the Town Manager and the Town Attorney. The Town Manager is responsible for carrying out the policies and laws of the Town Council, for overseeing the daily operations of the Town, and for appointing and managing all department heads and their subordinates.

The Town of Miami Lakes provides a full range of municipal services including recreation and culture, public safety, public works and administrative services for its residents and businesses. The Town operates through eight departments: Administration, Building, Community Services, Finance, Planning, Police, Public Works and Community Outreach. With only around 43 full-time and 45 part-time/seasonal staff members, the Town relies heavily on contractors for the provision of various public services. The Town provides police protection through a contract with Miami-Dade County, wherein police officers are assigned to the Town, and act under the direction of a Police Major, reporting directly to the Town Manager. Fire-Rescue services and solid waste management services are provided by Miami-Dade County directly and assessed separately on property tax bills. Water and sewer service are provided and billed directly to users by the Miami-Dade County Water and Sewer Department.

ECONOMIC CONDITION AND OUTLOOK

The 2017 preliminary taxable property values for the Town of Miami Lakes increased to \$3,017,332,354 or an increase of 8.56% from the prior fiscal year's final taxable value of \$2,779,313,541. The average Town residential taxable value for 2017 is \$189,889 which is 5.95% higher than prior fiscal year at \$179,213. This is an indication that property values continue to increase in recent years.

Based on the latest information from the U.S. Census Bureau, the Town's per capita income has remained strong and is significantly higher than the Miami-Dade Metropolitan Statistical Area ("Miami-Dade MSA") and the State of Florida (the "State"). The U.S. Census Bureau, American Community Survey data, indicated that the Town's per capita income for 2011-2016 periods was \$31,020 while Miami-Dade MSA and the State per capita personal income were \$24,515 and \$27,598, respectively.

The Town has also benefitted from a relatively low unemployment rate. In November 2017, the unemployment rate was 4.5% in the County and 3.9% in the Town. Overall, the Town's unemployment rate decreased by 1.2% from 2016's 5.1%.

LONG TERM FINANCIAL PLAN

A significant measure of the Town's financial strength is the level of its fund balances (i.e. the accumulation of revenues exceeding expenditures). Fiscal Year 2017 unassigned general fund balance is approximately \$4.4 which is a \$.1 million decrease from Fiscal Year 2016. The Fiscal Year 2017 millage rate reflects the Council's commitment to maintain a low tax rate. The continued low rates require the prioritization of resources exclusively to the core municipal government functions of public safety, code compliance, parks, road maintenance, drainage improvements and beautification of the Town's right of ways while maintaining strong internal controls. The Town updated and adopted a 10-year Strategic Plan in Fiscal Year 2017.

The Town Council policy requires a minimum reserve of 15% of the operating expenditures in the General fund. The actual unassigned general fund balance at the end of fiscal year 2017 is \$4.4 million, representing 27% of the adopted general fund operating expenditures for the year, 12% above the established policy. The Town is in compliance with this policy as of September 30, 2017 and is in a solid financial position.

As previously mentioned, the Town is successful in managing operating costs effectively through a limited number of municipal staff administering private service contracts. This leaves the Town with no unions and limited pension liabilities. With relatively low unemployment rates and a stable revenue outlook, the Town is in a favorable position of financial strength. Since its inception, the Town has adopted a five-year capital plan that is fully funded.

FINANCIAL INFORMATION

Accounting Control

Management is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the Town are protected from loss, theft or misuse; and to ensure that adequate accounting data is captured in the Town's financial management system to allow for the preparation of financial statements in conformity with generally accepted accounting principles in the United States of America. The internal control structure is designed to provide reasonable, but not absolute, assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management. As a recipient of federal, state and local financial assistance, the Town is also responsible for ensuring that an adequate internal control structure is in place to ensure and document compliance with applicable laws and regulations related to these programs. This internal control structure is subject to periodic evaluation by management. In addition, the Town maintains extensive budgetary controls. The objective of these controls is to ensure compliance with policy and implementation provisions embodied in the annual appropriated budget approved by the Town Council.

The financial management system provides financial controls for the Town. The implementation of MUNIS in 2012 coincided with the rewrite and implementation of the revised Town's Procurement Ordinance. As system implementation continues, the automation of processes will continue to improve, while specific policies and procedures will continue to be developed to support improved processes. Beginning in 2015 we continued making strides by improving financial reporting capabilities. We also made several changes to our internal controls ensuring proper segregation of duties and made sure that our account structure follows State regulations. In 2016 we emphasized in streamlining and automating our procurement and accounts payable electronic process, while in 2017 we focused on user role securities, reporting and prepared plans to implement a transparency module.

Budgetary Controls

The annual budget serves as the foundation for the Town's financial planning and control. Departmental allocations are based on long range planning efforts, such as the Town's Strategic Plan, Stormwater Master Plan and the Transportation Master Plan. All Town departments are required to submit requests for appropriation to the Town's Administration Department prior to the presentation and setting of the preliminary millage by the Town Council. The Administration Department uses these requests as a starting point to assist the Town Manager in developing a Manager's Proposed Budget. A preliminary millage rate must be adopted no later than July 30th of each year. The Council is required to hold two public budget hearings on the Proposed Budget and to enact an Approved Budget no later than September 30th. The Approved Budget is prepared by fund, department, and line item within departments. The Town Manager may approve transfers of appropriations within a department up to a limit of \$700 per line item per month. Transfers of appropriations in excess of \$700 per month (cumulative), and between departments, require approval of the Town Council. Budget-to-Actual comparisons are provided in this report for the General Fund as part of the Required Supplementary Information. Comparisons for all other funds' budget-to-actual may be found in the Supplementary Information section. Line item budget to actual comparisons may also be found on the Town's web site.

FINANCIAL INFORMATION (continuation)

Enterprise Operations

The Town provides the following proprietary funds:

1. Stormwater Utility Fund – This Enterprise Fund is responsible for maintaining the Town's Stormwater drains and conveyance system, and planning and constructing system expansions.
2. Internal Service Fund – This fund accounts for activities that provides goods and/or services to other departments or cost centers. We specifically allocate to the police, building and administration departments.

Cash Management

The Town of Miami Lakes is charged with the security of the Town's funds and assets with the goal of maximizing return on surplus cash. The Town adopted a formal Investment Policy and acquired financial advisory services in an ongoing effort to maximize investment income through broader investment opportunities, while preserving capital. The Town's primary investment instruments for Fiscal Year 2017 were money market accounts and certificates of deposits with terms of 6, 12, 18 and 24 months. No investment is made for any commitment longer than a two-year period and during 2017, the Town earned \$ 136,601 in investment income, as compared to \$ 93,443 earned in Fiscal Year 2016. Our investments decisions are made by Town staff after considering the advice from our investment consultant and investment committee which meets triannually.

Risk Management

The Town purchases general liability, automobile, property and casualty insurance, as well as workers' compensation coverage through its agent. The Town continually reviews risk exposures and determines the most cost-effective method of mitigating those exposures.

MAJOR INITIATIVES

1. The following are significant projects completed during Fiscal Year 2017:

- Miami Lakes Optimist Clubhouse - \$ 2,267,538
- Canal Bank Stabilization, Phase 1 - \$ 1,043,755
- Dog Park – Canine Cove - \$ 246,163
- Hutchinson Roadway and Drainage Improvement - \$ 82,450
- NW 64th Avenue Resurface - \$ 32,408
- Parks Facilities Wi-Fi Upgrades - \$ 67,084

2. Other significant projects underway this Fiscal Year 2017 include:

- **Lake Sarah/Hilda Roadway and Drainage Improvement**

Total estimated project cost is \$2.2 million; FY 2018 Budget is \$1,698,400 split between Stormwater and Transportation Improvement Funds. The project is located between Miami Lakeway South, Palmetto Expressway, and NW 67th Avenue. It includes Big Cypress Drive, Twin Sable Drive, Bamboo Street, Bamboo Court, Cypress Court, Alamanda Avenue, Silver Oaks Drive, Sea Grape Terrace and White Oak Drive in the southeast residential area of the Town. The Town was awarded two grants in FY 2017: \$300,000 from Florida Department of Environmental Protection (FDEP) and \$125,000 from South Florida Water Management District (SFWMD) to partially cover the cost of the drainage improvements.

- **Canal Bank Stabilization – Phase II**

Total Estimated Project Cost is \$3.0 million; FY 2017-18 Budget is \$868,000. The Town received a \$1 million grant through the Florida Legislature (via the Florida Department of Environmental Projection, (FDEP) to fund Phase I of the Canal Stabilization Project which completed the geotechnical and survey of the entire 10,000 linear feet of the canal bank, and constructed 2,840 linear feet of the most unstable portions of the bank, on the residential side of Golden Glades and Peter's Pike canal along the northern boundary of the Town in FY2017. Through the FY2018 Legislative Appropriation via FDEP, another \$1 million grant was awarded to the Town for Phase II of the Canal Stabilization Project. The project will improve canal appearance and performance, reduce sediment accumulation, increase flood protection, prevent erosion and protect private property and minimize the potential safety hazards created by steep canal banks. Phase II is expected to be completed in 2018.

- **Miami Lakes Optimist Park Master Plan**

Total Estimated Project Cost is \$4.0 million; FY 2017-18 Budget is \$1,000,000. The Town Council adopted the Miami Lakes Optimist Park Master Plan in 2003; while many of the proposed improvements have been completed, the Plan includes new sports field lighting (\$1.5 million), rebuilding the tennis and basketball courts (\$500,000), a new concession stand and bathroom facility (\$400,000), field and fencing reconfiguration (\$300,000), a walking trail throughout the park (\$300,000), additional parking spaces (\$200,000), optional airnasium (\$500,000) and a contingency for construction (\$300,000). The FY 2018 Budget appropriation is for field design, construction documents, and commence construction to implement the Plan.

MAJOR INITIATIVES (continuation)

- **Safe Routes to School**

Total estimated project cost is \$780,000; FY 2017-18 Budget is 580,000. The Town was initially awarded a grant from FDOT through the Local Agency Program in 2014 in the amount of \$200,000 with a Town match of \$121,000 for a greenway trail along the east side of Miami Lakeway North/South between Miami Lakes K-8 and Miami Lakes Middle Schools. In FY17 FDOT awarded an additional \$18,073 towards the design and a bat survey which was completed. The design includes a meandering trail for bicyclists and pedestrians with high emphasis crosswalks and bollards to provide additional caution and limit access to motorized vehicles, as well as landscaping. Bidding and construction of the project is budgeted in FY2018 pending additional grant funding of \$389,300 from FDOT.

- **NW 59th Avenue Extension, Public Works Storage Yard and Boat Yard**

Total estimated project cost is \$5.8 million; FY 2017-18 Budget is \$775,000. The project includes the purchase of a 5.86-acre parcel from Miami-Dade Aviation Department to design and construct a bridge and roadway improvement, extending from NW 59th Avenue over the C-8 Canal south to NW 154th Street, thereby providing public access that will facilitate increased economic opportunities, commerce and local jobs. The project will also include a storage yard for Public Works materials and equipment, and a boat storage facility for the public to be operated by the private sector through a revenue sharing agreement with the Town.

- **LED Streetlight Retrofit Program**

This project includes the conversion of approximately 915 Town-owned High-Pressure Sodium (HPS) cobra head street lights to Light Emitting Diode (LED) lights. It is expected that the LED streetlight conversion program will reduce energy cost by approximately 65% or \$26,000, maintenance cost by at least 45% or approximately \$45,000 per year on the Town owned streetlights, and staff monitoring cost of \$2,000 per year for a total savings of \$73,000 per year. The project began in FY 2017 and is expected to be completed by spring of 2018.

3. Beautification projects include:

- West Lake Neighborhood Reforestation - \$ 100,000
- Gateway at NW 154th Street and Palmetto (southside) - \$ 196,477
- NW 154th Street between Palmetto and NW 67th Avenue - \$ 100,000
- Mini Parks Furniture - \$ 65,000

4. Other initiatives in the FY2018 Budget include:

- Mary Collins Community Center Improvements - \$ 75,000
- Optimist Park Storage Facility Improvement - \$ 80,000
- Emergency Generator and Enclosure - \$ 285,835
- Windmill Gate Road - \$ 350,000
- Palmetto and NW 67th Avenue Widening - \$ 408,069
- Complete Streets Implementation at Business Park East - \$ 650,000
- Complete Streets Implementation at 151 & 153 Streets - \$ 650,000
- Miami Lakeway South Resurface - \$193,252
- Underpass Bridges at 146th & 160th street and Palmetto - \$ 330,000
- Par 3 Park - \$ 150,000

AWARDS AND ACKNOWLEDGMENTS

The Town received the following awards during FY 2017:

Tree City USA Designation - 11th Consecutive Year

Tree City USA Award is provided by The Arbor Day Foundation, in cooperation with the National Association of State Foresters and the USDA Forest Service, to recognize environmental improvement and encourage higher levels of tree care throughout America. This award is designed not only to recognize achievement, but also to communicate new ideas and help the leaders of all Tree City USAs plan for improving community tree care.

Growth Award 9th Consecutive Year

Tree City USA Growth Award is given to communities that go beyond the four standards of Tree City USA that demonstrate improvement and growth of local tree care.

Playful City USA Designation - 9th Consecutive Year

Playful City USA is a national recognition program honoring cities and towns that make play a priority and use innovative programs to get children active, playing, and healthy.

Excellence in Financial Reporting Recognition 5th Year in a Row

Awarded the Certificate of Achievement for Excellence in Financial Reporting by the Government Finance Officers Association of the United States for its comprehensive annual financial report for FY 2015-16.

GRANTS ADMINISTRATION

Grants Administration continues to collaborate with Departments and Offices to increase economic development and enhance the vibrancy and sustainability of the Town of Miami Lakes. In FY2017, Grants Administration guided the multi-departmental coordination of the Town's Local Agency Program (LAP) Recertification administered by the Florida Department of Transportation. The Florida Department of Transportation utilizes the LAP Certification and Recertification Process to determine whether local agencies are qualified to administer Federal-Aid projects. The process was instrumental to determine the Town's resources and capabilities in transportation projects, as well as, assess familiarity with federally funded programs. Thus, recertification was required to develop, design, and construct transportation facilities with federal funds, and to ensure compliance with applicable Federal statutes, rules and regulations. By attaining LAP recertification, the Town captured the ability to obtain federal reimbursement for local transportation projects that may not be eligible for funding through other sources. Furthermore, Recertification authorizes the Town to perform all associated activities of the Federal-Aid Highway Program, including but not limited to Title VI compliance, ADA compliance, grant management, fiscal accountability, procurement of professional service, and construction administration in adherence to all federal and state requirements.

Grants Secured during FY 2016-17: \$3.67M

- \$1,000,000 - Florida Department of Environmental Protection General Appropriations for the Miami Lakes Canal Bank Stabilization Project Phase II.
- \$1,000,000 - Florida Department of Transportation/Transportation Alternatives Program for the Miami Lakes NW 59th Avenue Transportation Improvements Project.
- \$1,000,000 - Florida Department of Transportation/Transportation Alternatives Program for the Miami Lakes NW 79th Court Transportation Improvements Project.
- \$541,494 - Florida Department of Transportation/Transportation Alternatives Program Grant for the Miami Lakes NW 146th Street Complete Streets Project.
- \$100,000 - Florida Department of Transportation, Florida Highway Beautification Council for the SR 826/NW 154th Street Landscape and Hardscape Improvements Project.
- \$15,000 - Miami-Dade County Neat Streets Miami Street Tree Matching Grant for the Miami Lakes West Lakes Reforestation Project Phase I.
- \$9,124.96 - Edward Byrne Justice Assistance Grants for the Town's School Resource Officer Project (Overtime).
- \$800 Value Bike Parking Racks - Saris Bike Parking Giveaway for the Bike Parking Facilities Project to install bike racks at Town parks.

GRANTS ADMINISTRATION (continuation)

Grant Closeouts are required to reconcile financial expenditures associated with awards. Grant Closeouts ensure all applicable administrative actions and proposed work is completed by the grantee at the end of a contract or project term. Failure to submit timely and accurate reports affects reimbursement and impacts future funding for the organization.

Grants Closed ending September 30, 2017:

- Florida Department of Environmental Protection General Appropriations for the Canal Bank Stabilization Project Phase I in the balance amount of \$756,708.
- Florida Department of Transportation Safe Routes to School Program for the Miami Lakes K-8 Safe Routes to School Project Design Phase in the full amount of \$48,073.
- Edward Byrne Justice Assistance Grants (JAG) for the School Resource Officer Program (Overtime) in the full amount of \$9,124.96.

The preparation of this report would not have been possible without the efficient and dedicated services of the entire Finance Department and the Town's audit firm, Rodriguez, Trueba & Co., CPA, P.A. We wish to express our appreciation to all members of Town staff who assisted and contributed to the preparation of this report. Finally, we would also like to thank the various operating departments for their efforts and support in planning and conducting the Town's operations in a responsible and progressive manner.

Appreciation is also extended to the Town Council for their unfailing support for maintaining the highest standards of professionalism in the management for the Town of Miami Lakes.

Respectfully submitted,



Alex Rey
Town Manager



Government Finance Officers Association

**Certificate of
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Presented to

**Town of Miami Lakes
Florida**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

September 30, 2016

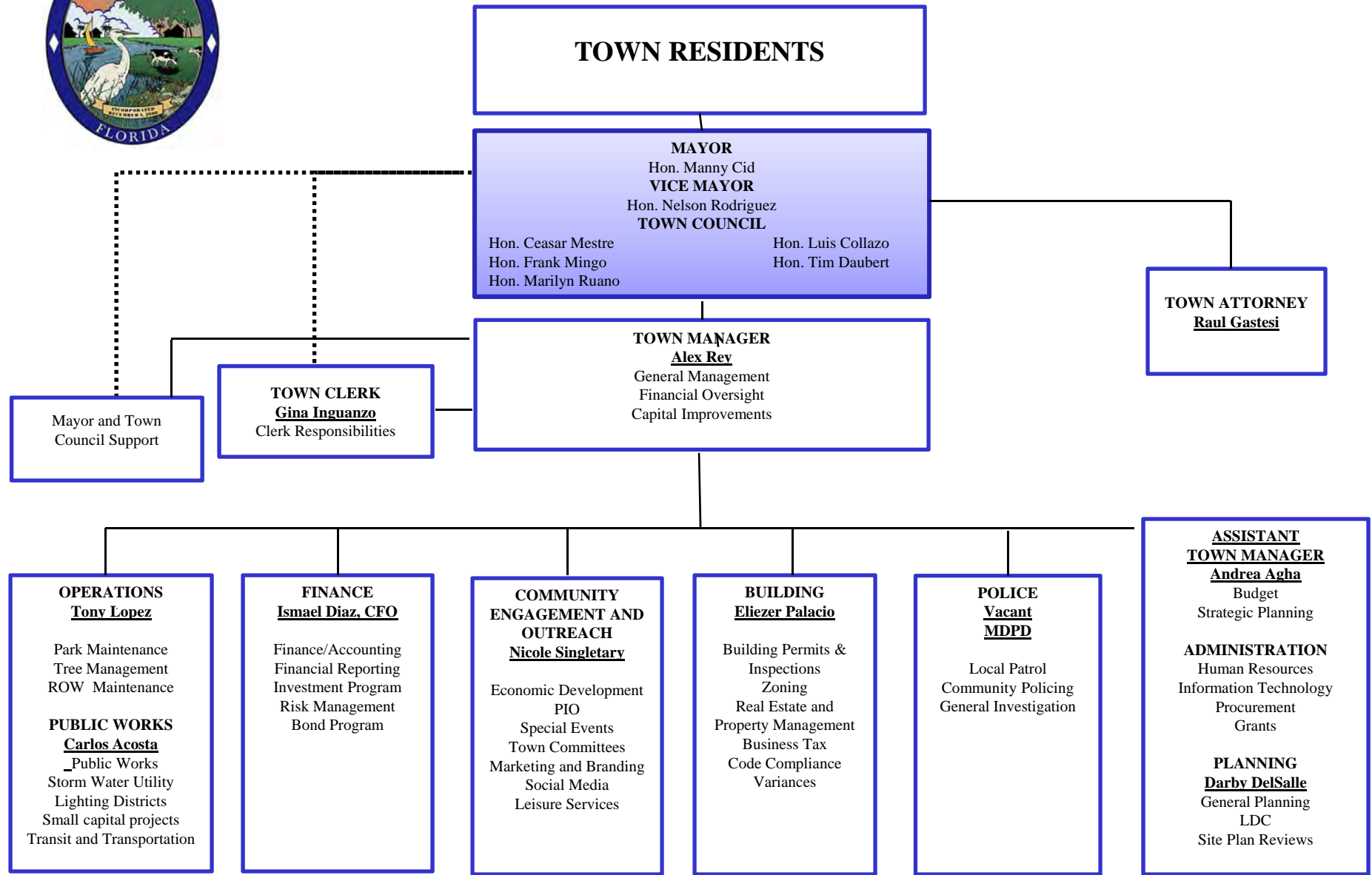
Christopher P. Morrell

Executive Director/CEO



Town of Miami Lakes

FUNCTIONAL ORGANIZATIONAL CHART



Town of Miami Lakes List of Principal Officials September 30, 2017

Mayor and Town Council

Manny Cid, Mayor
Nelson Rodriguez, Vice Mayor
Luis Collazo, Councilmember
Tim Daubert, Councilmember
Ceasar Mestre, Councilmember
Frank Mingo, Councilmember
Marilyn Ruano, Councilmember

Appointed Officials

Alex Rey, Town Manager
Gina Inguanzo, Town Clerk
Raul Gastesi, Esq., Town Attorney



FINANCIAL SECTION



INDEPENDENT AUDITORS' REPORT

INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Miami Lakes, Florida (the "Town"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Miami Lakes, Florida, as of September 30, 2017, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a Matter

As discussed in Note 1, the Town implemented Governmental Accounting Standards Board (GASB) Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68, and No. 73*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules, other post-employment benefits schedule, and pension schedules on pages 3-10, 48-51, 52, and 53-56, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The introductory section, combining and individual nonmajor fund financial statements and budgetary comparison schedules, and statistical section, are presented for purposes of additional analysis and are not a required part of the basic financial statements. The schedule of expenditures of state financial assistance projects is presented for purposes of additional analysis as required by Chapter 10.550, *Rules of the Auditor General of the State of Florida*, and is also not a required part of the basic financial statements.

The combining and individual nonmajor fund financial statements and budgetary comparison schedules and the schedule of expenditures of state financial assistance projects are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual nonmajor fund financial statements and the schedule of expenditures of state financial assistance projects are fairly stated in all material respects in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 19, 2018, on our consideration of the Town's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Town's internal control over financial reporting and compliance.

Rodriguez Trueba & Company

Rodriguez, Trueba & Co., P.A.

Miami Lakes, Florida

March 19, 2018



**MANAGEMENT'S DISCUSSION AND
ANALYSIS**

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

The management of the Town of Miami Lakes offers the readers of our financial statements a narrative overview and analysis of the Town's financial activities for the fiscal year ended September 30, 2017. We encourage our readers to consider the information presented in this discussion and analysis in conjunction with additional information that is provided in the letter of transmittal, the financial statements and the accompanying notes to the financial statements.

Financial Highlights for Fiscal Year 2017

- At the close of the fiscal year the Town's assets exceeded its liabilities by \$44.9 million (net position). Of this amount, \$3.3 million (unrestricted net position) may be used to meet the Town's ongoing obligations to citizens and creditors.
- The Town's total net position increased by approximately \$3.3 million during the current fiscal year.
- Net position of the Town's business-type activities increased by approximately \$727 thousand and approximately increased by \$2.6 million for governmental activities. Capital contributions from governmental activities to business-type activities accounted mainly for the increase in the business-type activities.
- As of the close of the current fiscal year, the Town governmental funds reported combined fund balances of \$12.2 million, an increase of \$2.3 million in comparison with the prior year mainly due to the increase in building permits and transfers to the capital fund. Approximately \$4.3 million, or 35%, of the ending fund balances amount is available for spending at the government's discretion (unassigned fund balance).
- At the end of the current fiscal year, the fund balance for the general fund was \$4.6 million or 29.5% of total general fund expenditures. The unassigned fund balance for the general fund was \$4.3 million or 28% of total general fund expenditures. Non-spendable fund balance was \$220 thousand (4.8% of general fund ending fund balance). These designations follow the Town's fund balance and financial policies as explained in the notes to the financial statements.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the basic financial statements of the Town of Miami Lakes, and is designed to assist the reader in focusing on significant financial issues, provide an overview of the Town's financial activity, identify changes in the financial position to address subsequent year challenges, identify any material deviations from the approved budget and identify individual fund issues or concerns.

The annual report consists of four parts – *management's discussion and analysis* (this section), the *basic financial statements*, *required supplementary information* and an additional section that presents *combining statements* for non-major governmental funds. The basic financial statements include two kinds of statements that present different views of the Town.

- The first two statements are *government-wide financial statements* that provide both long-term and short-term information about the Town's overall financial status.
- The remaining statements are *fund financial statements* that focus on individual parts of the Town government, reporting the Town's operations in more detail than the government-wide statements. Within the fund financial statements are: government and proprietary fund statements.
- The *government funds* statements show how general government services such as public safety was financed in the short term as well as what remains for future spending.
- *Proprietary fund* statement offers short-term and long-term financial information about the activities where the government operates like a business, in this case the Town's Stormwater utility. Internal service funds are used to allocate costs internally among the Town's various functions. The Town uses an Internal Service Fund to account for its facilities maintenance.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Overview of the Financial Statements (Continued)

The financial statements also include *notes* that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. In addition to these required elements, included is a section with combining statements that provides details about non-major governmental funds, each of which is added together and presented in a single column in the basic financial statements.

Government-Wide Financial Statements

The government-wide financial statements - Statement of net position and statement of activities found on pages 11 and 12 are designed to provide readers with a broad overview of the Town's finances, in a manner like a private sector business.

The statement of net position - Presents information on all of the Town's assets and liabilities, with the difference between the two reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The statement of activities - Presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods (e.g., uncollected taxes and earned but unused vacation leave).

Both government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business type activities*). The governmental activities of the Town include general government, public safety, transportation, parks and recreation, and comprehensive planning. The Town's business type activities consist of a Stormwater Utility.

The government-wide financial statements include only the Town itself (known as the *primary government*).

Fund Financial Statements - A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Each fund is a separate accounting entity. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The Town categorizes funds as governmental and proprietary.

Governmental Funds - *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, the governmental funds financial statements focus on *near-term inflows and outflows of spendable resources* as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Overview of the Financial Statements (Continued)

The Town's funds are presented in separate fund financial statements. These funds are presented in a Governmental Fund Financial Statement and a Proprietary Fund (Business-type) Financial Statement. The Town's major funds are presented in separate columns on the fund financial statements. The funds that do not meet the criteria of a major fund are considered non-major funds and are combined into a single column on the fund financial statements.

At the closing of fiscal year ended September 30, 2017, the following were classified as major funds: The General Fund, the Special Revenue Fund, the Building Fund, the Disaster Fund and the Capital Projects Fund. All other governmental funds are combined into a single column on the governmental funds financial statements. Individual fund data for the non-major funds is found in the combining statements.

The Town adopts an annual appropriated budget for its General Fund as well as its other governmental funds, except the Disaster Fund. Budgetary comparisons have been presented for funds which compare not only actual results to budget (budgetary basis), but also the original adopted budget to final budget. The budget to actual comparison for the General Fund is presented on page 48 of the required supplementary information and other governmental funds are presented beginning on page 49.

The basic governmental fund financial statements can be found on pages 13 through 16 of this report.

Proprietary Funds - *Proprietary funds* are those funds where the Town charges a user fee to recover costs. Proprietary funds provide the same type of information as the government-wide financial statements, but in more detail. The Town maintains two proprietary funds, one considered an "Enterprise Fund" and one an "Internal Service Fund".

Enterprise funds are used to finance and account for the acquisition, operation and maintenance of facilities and services that are intended to be entirely or predominantly self-supporting through the collection of charges from external customers. Enterprise funds are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The Town uses an enterprise fund to account for its Stormwater utility.

Internal Service Fund is defined as a fund that primarily provides either benefits or goods or services to other funds, departments, or agencies of government on a cost-reimbursement basis, with the goal to 'break-even' rather than make a profit.

The basic proprietary fund financial statements can be found on pages 17 through 19 of this report.

Notes to the Basic Financial Statements - The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 20 through 47 of this report.

Other Information - In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the Town's budgetary comparison schedules.

The combined statements referred to earlier in connection with non-major governmental funds are presented immediately following the required supplementary information. Combining and individual fund statements and other schedules can be found on pages 57 through 61 of this report.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Government-Wide Financial Analysis

The Government-wide Financial Statements were designed so that the user can determine if the Town is in a better or worse financial condition from the prior year. The Town's overall assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by \$44.9 million at the close of the most recent fiscal year.

Town of Miami Lakes, Florida
Summary of Net Position

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FY 2017	FY 2016	FY 2017	FY 2016	FY 2017	FY 2016
Current assets	\$17,049,872	\$11,718,530	\$677,952	\$818,314	\$17,727,824	\$12,536,844
Capital assets, net	<u>33,407,458</u>	<u>33,022,524</u>	<u>10,277,866</u>	<u>9,315,448</u>	<u>43,685,324</u>	<u>42,337,972</u>
Total assets	<u>50,457,330</u>	<u>44,741,054</u>	<u>10,955,818</u>	<u>10,133,762</u>	<u>61,413,148</u>	<u>54,874,816</u>
Deferred outflows	1,190,517	982,824	42,219	32,699	1,232,736	1,015,523
Current liabilities	5,006,735	2,016,366	174,629	175,553	5,181,364	2,191,919
Noncurrent liabilities	<u>11,562,665</u>	<u>11,282,887</u>	<u>648,110</u>	<u>546,327</u>	<u>12,210,775</u>	<u>11,829,214</u>
Total liabilities	<u>16,569,400</u>	<u>13,299,253</u>	<u>822,739</u>	<u>721,880</u>	<u>17,392,139</u>	<u>14,021,133</u>
Deferred inflows	307,947	225,693	11,289	7,509	319,236	233,202
Net investment in capital assets	25,025,518	24,384,954	9,743,318	8,865,688	34,768,836	33,250,642
Restricted	6,815,901	4,316,340	-	-	6,815,901	4,316,340
Unrestricted	<u>2,929,081</u>	<u>3,497,638</u>	<u>420,691</u>	<u>571,384</u>	<u>3,349,772</u>	<u>4,069,022</u>
Total net position	<u>\$34,770,500</u>	<u>\$32,198,932</u>	<u>\$10,164,009</u>	<u>\$9,437,072</u>	<u>\$44,934,509</u>	<u>\$41,636,004</u>

The net investment in capital assets, \$34.8 million or 77.4%, is the largest portion of net position. This represents capital assets (land, buildings, improvements, equipment, infrastructure and construction in progress), net of accumulated depreciation, and the outstanding related debt used to acquire the assets. The Town uses these capital assets to provide services to citizens; consequently, these assets are *not* available for future spending. Although the Town's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources because as previously mentioned, capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the Town's net position, \$6.8 million (15.2%) represents resources that are subject to restrictions on how they may be used. The remaining balance of unrestricted net position \$3.3 million (7.5%) may be used to meet the government's on-going obligations to citizens and creditors. At the end of the current year, the Town had positive balances in all three categories of net position, both for the government, as well as for its separate governmental and business-type activities. The same held true for the prior fiscal year.

There was a decrease in *unrestricted net position* for the governmental activities of \$568 thousand (16.2%) as well as a decrease in the business-type activities of \$151 thousand (26%), due to a planned transfer from the General Fund and the Stormwater Fund to the Capital Projects Fund to continue the capital pay-as-you-go projects. Also, the increase in restricted net position of \$2.5 million is attributed mostly to the building department restricted fund balance (\$1.8 million), and additions to restrictions for projected capital infrastructure projects.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Government-Wide Financial Analysis (Continued)

The following schedule compares revenues and expenses for the Town's operations for Fiscal Year 2017 and Fiscal Year 2016.

Town of Miami Lakes, Florida
Summary of Changes in Net Position

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FY 2017	FY 2016	FY 2017	FY 2016	FY 2017	FY 2016
Program revenues:						
Charges for services	\$ 5,079,458	\$ 2,911,244	\$ 1,034,314	\$ 953,982	\$ 6,113,772	\$ 3,865,226
Operating grants/contributions	2,816,820	2,075,665	-	-	2,816,820	2,075,665
Capital grants/contributions	50,348	442,691	1,052,142	-	1,102,490	442,691
General revenues:						
Property taxes	6,267,177	5,967,817	-	-	6,267,177	5,967,817
Utility taxes	4,573,543	4,543,511	-	-	4,573,543	4,543,511
Franchise taxes	925,699	1,179,362	-	-	925,699	1,179,362
Intergovernmental	5,040,057	5,010,628	-	-	5,040,057	5,010,628
Investment income and miscellaneous	<u>903,121</u>	<u>349,899</u>	<u>47,104</u>	<u>39,094</u>	<u>950,225</u>	<u>388,993</u>
Total revenues	<u>25,656,223</u>	<u>22,480,817</u>	<u>2,133,560</u>	<u>993,076</u>	<u>27,789,783</u>	<u>23,473,893</u>
Expenses:						
General government	5,918,945	5,466,296	-	-	5,918,945	5,466,296
Public safety	9,640,653	8,014,737	-	-	9,640,653	8,014,737
Parks and recreation	4,772,220	3,481,695	-	-	4,772,220	3,481,695
Transportation	2,624,862	2,631,509	-	-	2,624,862	2,631,509
Stormwater	-	-	937,656	818,380	937,656	818,380
Interest expense	<u>596,942</u>	<u>654,998</u>	<u>-</u>	<u>-</u>	<u>596,942</u>	<u>654,998</u>
Total expenses	<u>23,553,622</u>	<u>20,249,235</u>	<u>937,656</u>	<u>818,380</u>	<u>24,491,278</u>	<u>21,067,615</u>
Excess (deficiency) before transfers	2,102,601	2,231,582	1,195,904	174,696	3,298,505	2,406,278
Transfers and contributions	<u>468,967</u>	<u>(1,284,839)</u>	<u>(468,967)</u>	<u>1,267,755</u>	<u>-</u>	<u>(17,084)</u>
Change in net position	2,571,568	946,743	726,937	1,442,451	3,298,505	2,389,194
Net position beginning of year	32,198,932	32,358,394	9,437,072	7,863,053	41,636,004	40,221,447
Cumulative effect of prior period adjustments	<u>-</u>	<u>(1,106,205)</u>	<u>-</u>	<u>131,568</u>	<u>-</u>	<u>(974,637)</u>
Net position as restated		31,252,189		7,994,621		39,246,810
Net position end of year	<u>\$34,770,500</u>	<u>\$32,198,932</u>	<u>\$10,164,009</u>	<u>\$9,437,072</u>	<u>\$44,934,509</u>	<u>\$41,636,004</u>

Governmental activities: The Town's Governmental revenues increased by \$3.2 million from \$22.5 million to \$25.7 million. Approximately 24% of the Governmental Activities' revenues come from property taxes, 24% from other taxes, 26.9% from intergovernmental revenue, 13.5% from licenses and permits, 4.7% from impact fees and the remainder from fines, investment and developer's contributions. Governmental expenses increased \$3.3 million or 16% over last year, attributable mostly to an increase in public safety and parks and recreation. The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Government-Wide Financial Analysis (Continued)

Revenues:

- Charges for various services provided by the Town increased by approximately \$2.2 million, mostly attributed to permitting activities.
- Operating grants and contributions increased by \$741 thousand which included a receivable from FEMA.
- Electric franchise fees decreased by \$254 thousand (22%).
- Utility service tax increased by \$30 thousand (1%).
- Intergovernmental revenues increased by \$29 thousand (1%).
- Investment income and miscellaneous revenues increased by \$553 thousand due to a \$500 thousand insurance reimbursement payment, and the remaining attributed to better investment returns.

Expenses:

- The Town's administrative costs increased by \$453 thousand (8.3%) this past year largely due to legal expenses and administrative expenses.
- Public safety expenses as compared to the prior year increased by \$1.6 million (20.3%), due to increased building department operations and Hurricane Irma police expense.
- Parks and recreation increased by approximately \$1.2 million (37%) due to hurricane Irma related costs.
- Transportation did not have significant changes.
- Stormwater increased by \$119 thousand (14.6%) due to increases in operating expenses.

Business-type activities: The Town has a Stormwater Utility business-type activity. Business-type activities, exclusive of transfers and capital contributions, increased the Town's total net position by \$144 thousand. In addition, the total \$727 thousand increase in net position was the result of capital contributions made by the Capital Project Fund for drainage projects.

Financial Analysis of the Town's Funds

The Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds - The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year.

The General Fund is the chief operating fund of the Town and is used to account for most of its governmental activities. The General Fund's balance at September 30, 2017 was \$4.6 million. Of this amount, \$4.3 million (93%) was unassigned. Non-spendable fund balance for prepayments was \$220 thousand (7%). The unassigned fund balance represents 28% of total general fund expenditures, while total fund balance represents 29.5% of that same amount. The General Fund's balance decreased by \$207 thousand (4%) from the previous year.

At the end of the current fiscal year, the Town's governmental funds reported a combined fund balance of \$12.2 million, an increase of \$2.3 million in comparison with the prior year. Approximately 36% (\$4.3 million) of the total fund balance of \$12.2 million constitutes unassigned fund balance, which is available for spending at the Town's discretion.

As of September 30, 2017, the capital projects fund had a total fund balance of \$3.1 million, with no remaining funds to be classified as unassigned. The \$487 thousand increase in fund balance will be used on the completion of capital projects.

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Financial Analysis of the Town's Funds (Continued)

Proprietary funds - The Town of Miami Lakes' proprietary funds provide the same type of information found in the government-wide financial statements, but in greater detail.

Net position of the Stormwater Utility as of September 30, 2017, amounted to \$10.2 million. Of this amount, \$9.8 million is invested in capital assets and \$421 thousand is unrestricted. Net position increased by \$727 thousand from the prior year, an increase of 7.7%, because of capital contributions from the capital projects fund related to the transfer of completed drainage projects. Net investment in capital assets increased by \$878 thousand because of capital assets transferred from the Capital Projects Fund offset by a depreciation of \$235 thousand.

General Fund Budgetary Highlights

Over the course of the year, the Town amended the General Fund budget various times. Budget amendments typically fall into two categories: (1) Amendments approved for rollovers related to capital improvement projects, tasks and projects in progress, and prior year encumbrances; and (2) supplemental appropriations to recognize and appropriate grant revenues which were received after the adoption of the budget, and to provide appropriations for various other needs which had arisen since the adoption of the budget. At year end, the General Fund expenditures exceeded the original adopted budget by \$62 thousand.

The final amended budget to actual resulted in a positive variance in expenditures of \$962 thousand and actual revenues were \$869 thousand greater than the final amended budget.

Capital Assets and Debt Administration

Capital Assets

As of September 30, 2017 the Town's net investments in capital assets for its governmental and business-type activities amounted to \$34.8 million. This investment in capital assets includes land, construction in progress, infrastructure improvements, park facilities, furniture and equipment. Total net investment in capital assets for governmental activities increased by \$640 thousand and by \$878 thousand for business-type activities. Some projects contributing to the increase were the following:

- Canal Stabilization PH 1
- Lake Sarah
- Entrance Features
- LED lighting
- Miami Lakes Optimist Park Building
- Dog Park

Town of Miami Lakes, Florida
Capital Assets (Net of Depreciation)

	Governmental Activities		Business-Type Activities		Total Primary Government	
	FY 2017	FY 2016	FY 2017	FY 2016	FY 2017	FY 2016
Land	\$ 6,056,872	\$ 6,056,872	\$ -	\$ -	\$ 6,056,872	\$ 6,056,872
Building	7,463,220	5,498,176	-	-	7,463,220	5,498,176
Construction in Progress	395,607	5,862,558	253,591	2,897,201	649,198	8,759,759
Infrastructure	19,092,109	15,006,862	9,875,491	6,238,451	28,967,600	21,245,313
Furniture and Fixtures	399,650	598,056	148,784	179,796	548,434	777,852
Total Capital Assets, net	<u>\$ 33,407,458</u>	<u>\$ 33,022,524</u>	<u>\$ 10,277,866</u>	<u>\$ 9,315,448</u>	<u>\$ 43,685,324</u>	<u>\$ 42,337,972</u>

TOWN OF MIAMI LAKES, FLORIDA
MANAGEMENT'S DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2017

Capital Assets (Continued)

In FY 2012, the Town implemented MUNIS, a Tyler Technologies product, as the financial system. With the implementation of the new financial system, the Town activated an automated process for tracking, inventorying, depreciating and reconciling the capital assets. This has significantly increased internal controls and loss prevention. The upgrade of the Munis Operating System to version 11.2 was completed by the summer of 2017. In fiscal year 2018 the Town is committed to implement the online financial transparency module.

Long-Term Debt

At the end of the current fiscal year, the Town had \$8.8 million in bonds and notes payable. During Fiscal Year 2011, the Town issued \$7.33 million in Town of Miami Lakes, Florida Special Obligation Revenue Bonds, Federally Taxable Series 2010 (Government Center Project) (Build America Bonds – Direct Payment) (the “Series 2010 Bonds”). Moody’s Investor Services and Fitch Ratings have rated these bonds Aa3 and AA, respectively. Also included in long-term debt is the Town’s proportionate share of the FRS net pension liability of approximately \$3.0 million and our roadway QNIP debt with the County for \$900 thousand. Additional information on these long-term debts can be found on Note 7 on pages 33 through 35 of this report.

Town of Miami Lakes, Florida		
<u>Outstanding Debt over \$500k (Governmental Only)</u>		
	FY 2017	FY 2016
Special Obligations Bonds	\$ 7,297,932	\$ 7,296,552
Net Pension Liability	3,047,051	2,773,064
QNIP	901,175	1,006,155
	<u>\$ 11,246,158</u>	<u>\$ 11,075,771</u>

Economic Factors and Next Year’s Budget

- The Town’s unemployment rate for 2017 was 3.9%, down from 5.1% in 2016.
- The Town’s residential property assessed value increased by \$126 thousand.
- The Town has maintained a \$4.3 million unassigned fund balance in the General Fund.
- The property tax millage rate for the 2017 fiscal year was 2.3353 mills (\$2.3353 per \$1,000 of taxable assessed valuation).

Some of these factors were considered in preparing the Town of Miami Lakes’ budget for the 2017 fiscal year.

Requests for Information

This financial report is designed to provide a general overview of the Town of Miami Lakes’ finances for all those with an interest in the government’s finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to:

Town of Miami Lakes
Finance Department
6601 Main Street
Miami Lakes, Florida 33014



BASIC FINANCIAL STATEMENTS

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2017

	Governmental Activities	Business-Type Activities	Total
<u>ASSETS</u>			
Cash and cash equivalents	\$ 8,261,566	\$ 459,348	\$ 8,720,914
Investments	3,995,887	-	3,995,887
Accounts receivable, net	3,700,549	234,123	3,934,672
Internal balances	15,734	(15,734)	-
Prepays	220,442	215	220,657
Restricted assets:			
Cash and cash equivalents	213,039	-	213,039
Investments	642,655	-	642,655
Capital assets:			
Non-depreciable capital assets:			
Land	6,056,872	-	6,056,872
Construction in progress	395,607	253,591	649,198
Total non-depreciable capital assets	6,452,479	253,591	6,706,070
Depreciable capital assets:			
Leasehold improvements	90,558	-	90,558
Furniture and equipment	3,040,021	284,455	3,324,476
Building	8,153,915	-	8,153,915
Infrastructure	27,267,210	11,669,147	38,936,357
Less: accumulated depreciation	(11,596,725)	(1,929,327)	(13,526,052)
Net depreciable capital assets	26,954,979	10,024,275	36,979,254
Total capital assets	33,407,458	10,277,866	43,685,324
Total assets	50,457,330	10,955,818	61,413,148
<u>DEFERRED OUTFLOWS OF RESOURCES</u>			
Pension	1,190,517	42,219	1,232,736
Total deferred outflows of resources	1,190,517	42,219	1,232,736
<u>LIABILITIES</u>			
Accounts payable and other current liabilities	4,773,640	160,278	4,933,918
Accrued payroll and benefits	150,706	14,351	165,057
Deposits	82,389	-	82,389
Noncurrent liabilities:			
Due within one year	157,041	63,958	220,999
Due in more than one year	11,405,624	584,152	11,989,776
Total liabilities	16,569,400	822,739	17,392,139
<u>DEFERRED INFLOWS OF RESOURCES</u>			
Pension	307,947	11,289	319,236
Total deferred inflows of resources	307,947	11,289	319,236
<u>NET POSITION</u>			
Net investment in capital assets	25,025,518	9,743,318	34,768,836
Restricted for:			
Debt Service	888,486	-	888,486
Transit	285,563	-	285,563
Transportation - CITT	591,608	-	591,608
Transportation - Gas Tax	1,075,376	-	1,075,376
Developer Contribution	300,000	-	300,000
Mobility	603,271	-	603,271
Stormwater	783,485	-	783,485
Building Department - Operational	1,466,099	-	1,466,099
Building Department - Technology	360,780	-	360,780
Impact Fees:			
Public Safety (Police)	168,150	-	168,150
Parks	293,083	-	293,083
Unrestricted	2,929,081	420,691	3,349,772
Total net position	\$ 34,770,500	\$ 10,164,009	\$ 44,934,509

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Program Revenues				Net (Expense) Revenue and Changes in Net Position		
	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
<u>Functions/Programs</u>							
Primary government:							
Governmental activities:							
General government	\$ 5,918,945	\$ 14,004	\$ 2,807,695	\$ -	\$ (3,097,246)	\$ -	\$ (3,097,246)
Public safety	9,640,653	3,869,723	9,125	-	(5,761,805)	-	(5,761,805)
Parks and recreation	4,772,220	1,146,389	-	-	(3,625,831)	-	(3,625,831)
Transportation	2,624,862	49,342	-	50,348	(2,525,172)	-	(2,525,172)
Interest expense	596,942	-	-	-	(596,942)	-	(596,942)
Total governmental activities	23,553,622	5,079,458	2,816,820	50,348	(15,606,996)	-	(15,606,996)
Business-type activities:							
Stormwater	937,656	1,034,314	-	1,052,142	-	1,148,800	1,148,800
Total business-type activities	937,656	1,034,314	-	1,052,142	-	1,148,800	1,148,800
Total primary government	\$ 24,491,278	\$ 6,113,772	\$ 2,816,820	\$ 1,102,490	\$ (15,606,996)	\$ 1,148,800	\$ (14,458,196)
General revenue:							
Property taxes					6,267,177	-	6,267,177
Utility taxes					3,407,508	-	3,407,508
Communication service tax					1,166,035	-	1,166,035
Franchise taxes					925,699	-	925,699
Other taxes					716,927	-	716,927
Intergovernmental not restricted to specific programs					4,323,130	-	4,323,130
Investment income					136,894	47,104	183,998
Other income					766,227	-	766,227
Transfers					468,967	(468,967)	-
Total general revenues and transfers					18,178,564	(421,863)	17,756,701
Change in net position					2,571,568	726,937	3,298,505
Net position, beginning					32,198,932	9,437,072	41,636,004
Net position, ending					\$ 34,770,500	\$ 10,164,009	\$ 44,934,509

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017

	Major Funds					Nonmajor	Total
	General	Special Revenue	Building Department	Disaster	Capital Projects	Governmental Funds	Governmental Funds
<u>ASSETS</u>							
Cash and cash equivalents	\$ 1,021,194	\$ 1,380,642	\$ 1,731,478	\$ 423,107	\$ 3,470,822	\$ 200,128	\$ 8,227,371
Investments	3,995,887	-	-	-	-	-	3,995,887
Accounts receivable, net	1,250,132	442,824	298,063	1,222,352	77,552	409,626	3,700,549
Due from other funds	225,729	-	-	-	-	15,734	241,463
Prepays	220,012	430	-	-	-	-	220,442
Restricted assets:							
Cash and cash equivalents	-	-	-	-	-	213,039	213,039
Investments	-	-	-	-	-	642,655	642,655
Total assets	<u>\$ 6,712,954</u>	<u>\$ 1,823,896</u>	<u>\$ 2,029,541</u>	<u>\$ 1,645,459</u>	<u>\$ 3,548,374</u>	<u>\$ 1,481,182</u>	<u>\$ 17,241,406</u>
<u>LIABILITIES</u>							
Accounts payable and other current liabilities	\$ 1,950,338	\$ 341,219	\$ 162,170	\$ 1,645,459	\$ 443,652	\$ 15,734	\$ 4,558,572
Accrued payroll and benefits	111,452	2,998	40,492	-	-	-	154,942
Deposits	82,096	-	-	-	293	-	82,389
Due to other funds	-	-	-	-	-	225,729	225,729
Total liabilities	<u>2,143,886</u>	<u>344,217</u>	<u>202,662</u>	<u>1,645,459</u>	<u>443,945</u>	<u>241,463</u>	<u>5,021,632</u>
<u>FUND BALANCES</u>							
Nonspendable:							
Prepays	220,012	430	-	-	-	-	220,442
Restricted:							
Debt service	-	-	-	-	-	888,486	888,486
Transit	-	285,563	-	-	-	-	285,563
Transportation - CITT	-	591,608	-	-	-	-	591,608
Transportation - Gas Tax	-	108,695	-	-	966,681	-	1,075,376
Developer contribution	-	300,000	-	-	-	-	300,000
Mobility	-	195,656	-	-	407,615	-	603,271
Stormwater	-	-	-	-	783,485	-	783,485
Building department - Operational	-	-	1,466,099	-	-	-	1,466,099
Building department - Technology	-	-	360,780	-	-	-	360,780
Impact fees:							
Public Safety (Police)	-	-	-	-	110,000	58,150	168,150
Parks	-	-	-	-	-	293,083	293,083
Assigned for:							
Facilities	-	-	-	-	13,878	-	13,878
Parks	-	-	-	-	822,770	-	822,770
Unassigned	4,349,056	(2,273)	-	-	-	-	4,346,783
Total fund balances	<u>4,569,068</u>	<u>1,479,679</u>	<u>1,826,879</u>	<u>-</u>	<u>3,104,429</u>	<u>1,239,719</u>	<u>12,219,774</u>
Total liabilities and fund balances	<u>\$ 6,712,954</u>	<u>\$ 1,823,896</u>	<u>\$ 2,029,541</u>	<u>\$ 1,645,459</u>	<u>\$ 3,548,374</u>	<u>\$ 1,481,182</u>	<u>\$ 17,241,406</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
RECONCILIATION OF THE BALANCE SHEET TO THE STATEMENT OF NET POSITION
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017

Fund balances - total government funds (Page 13) \$ 12,219,774

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.

Governmental capital assets	44,995,098	
Less: accumulated depreciation	<u>(11,596,624)</u>	
		33,398,474

Long-term liabilities, including bonds payable, are not due and payable in the current period and therefore are not reported in the funds.

Governmental bonds payable	(8,199,107)	
Compensated absences	<u>(294,704)</u>	
		(8,493,811)

Debt interest payable that will not be liquidated with current financial resources is not reported in the governmental funds		(182,833)
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OPEB obligations attributable to retiree benefits financed from governmental fund types		(15,607)
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Net pension liabilities are not due and payable in the current period and, therefore, are not reported in the governmental funds	(3,047,051)	
Deferred outflows of resources related to pensions are not recognized in the governmental funds; however, they are reported in the statement of net position under full accrual accounting	1,190,517	
Deferred inflows of resources related to pensions are not recognized in the governmental funds; however, they are reported in the statement of net position under full accrual accounting	<u>(307,947)</u>	
		(2,164,481)

Internal service funds are used by management to charge the costs of facilities maintenance to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

		<u>8,984</u>
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Net position of governmental activities (Page 11)		<u><u>\$ 34,770,500</u></u>
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TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Major Funds					Nonmajor	Total
	General	Special Revenue	Building Department	Disaster	Capital Projects	Governmental Funds	Governmental Funds
Revenues:							
Ad valorem taxes	\$ 6,267,177	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,267,177
Utility taxes	3,033,032	-	-	-	-	374,476	3,407,508
Franchise fees	925,699	-	-	-	-	-	925,699
Communication service tax	1,166,035	-	-	-	-	-	1,166,035
Other taxes	139,877	415,546	-	-	161,504	-	716,927
Licenses and permits	344,195	7,579	3,117,999	-	-	-	3,469,773
Intergovernmental	3,649,255	1,211,635	-	1,222,352	807,056	-	6,890,298
Fines and forfeitures	224,887	-	-	-	-	-	224,887
Service charges	183,369	-	-	-	-	-	183,369
Impact fees							
Public safety	-	-	-	-	-	182,642	182,642
Parks	-	-	-	-	-	1,018,787	1,018,787
Investment income	88,065	7,053	9,389	-	15,992	16,395	136,894
Developers contributions	-	300,000	-	-	-	-	300,000
Other	557,606	8,060	84	-	21,749	178,728	766,227
Total revenues	<u>16,579,197</u>	<u>1,949,873</u>	<u>3,127,472</u>	<u>1,222,352</u>	<u>1,006,301</u>	<u>1,771,028</u>	<u>25,656,223</u>
Expenditures:							
Current:							
General government							
Town council	536,680	-	-	-	-	-	536,680
Town administration and finance	2,480,814	-	-	270,621	-	-	2,751,435
Legal	559,652	-	-	-	-	-	559,652
Public safety	7,729,727	-	1,521,179	352,900	-	9,897	9,613,703
Parks and recreation	2,941,282	-	-	1,120,447	78,768	-	4,140,497
Transportation / public works	1,041,234	1,146,555	-	7,019	54,632	5,100	2,254,540
Debt service:							
Principal	104,980	-	-	-	-	-	104,980
Interest	48,443	-	-	-	-	548,499	596,942
Capital outlay	52,803	274,501	6,026	-	2,566,506	-	2,899,836
Total expenditures	<u>15,495,615</u>	<u>1,421,056</u>	<u>1,527,205</u>	<u>1,750,987</u>	<u>2,699,906</u>	<u>563,496</u>	<u>23,458,265</u>
Excess (deficiency) of revenues over (under) expenditures	<u>1,083,582</u>	<u>528,817</u>	<u>1,600,267</u>	<u>(528,635)</u>	<u>(1,693,605)</u>	<u>1,207,532</u>	<u>2,197,958</u>
Other financing sources (uses)							
Transfers in	286,522	47,891	269,616	528,635	2,292,315	-	3,424,979
Transfers out	(1,577,513)	(668,766)	(43,004)	-	(111,416)	(881,375)	(3,282,074)
Total other financing sources (uses)	<u>(1,290,991)</u>	<u>(620,875)</u>	<u>226,612</u>	<u>528,635</u>	<u>2,180,899</u>	<u>(881,375)</u>	<u>142,905</u>
Net change in fund balances	(207,409)	(92,058)	1,826,879	-	487,294	326,157	2,340,863
Fund balances - beginning	<u>4,776,477</u>	<u>1,571,737</u>	<u>-</u>	<u>-</u>	<u>2,617,135</u>	<u>913,562</u>	<u>9,878,911</u>
Fund balances - ending	<u>\$ 4,569,068</u>	<u>\$ 1,479,679</u>	<u>\$ 1,826,879</u>	<u>\$ -</u>	<u>\$ 3,104,429</u>	<u>\$ 1,239,719</u>	<u>\$ 12,219,774</u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

Amounts reported for governmental activities in the statement of activities (on page 12)
are different because:

Net change in fund balances - total governmental funds (Page 15)	\$ 2,340,863
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Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is depreciated over their estimated useful lives.

Expenditures for capital outlays meeting the capitalization threshold	2,899,836	
Less current year depreciation	<u>(1,471,744)</u>	
		1,428,092

The net effect of various transactions involving capital assets (i.e., sales, trade-ins, and donations) is to increase (decrease) net position.

Contribution of capital assets to business-type activities	(1,052,142)
--	-------------

The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.

Principal payments	104,980	
Amortization of discount on bonds issued	<u>(1,380)</u>	
		103,600

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in compensated absences	(109,281)	
Changes in net pension liability and other deferral amounts	<u>(148,548)</u>	
		(257,829)

The net change of internal service fund is reported with governmental activities on the statement of activities.

	<u>8,984</u>
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Change in net position of governmental activities (Page 12)	<u>\$ 2,571,568</u>
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TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF NET POSITION
PROPRIETARY FUNDS
SEPTEMBER 30, 2017

	Business-Type Activity Enterprise Fund	Internal Service Fund
	Stormwater	Fund
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 459,348	\$ 34,195
Accounts receivable, net	234,123	-
Prepays	215	-
Total current assets	693,686	34,195
Noncurrent assets:		
Construction in progress	253,591	-
Furniture and equipment	284,455	-
Infrastructure	11,669,147	9,085
Less: accumulated depreciation	(1,929,327)	(101)
Total noncurrent assets	10,277,866	8,984
Total assets	10,971,552	43,179
<u>DEFERRED OUTFLOWS OF RESOURCES</u>		
Pension	42,219	-
Total deferred outflows of resources	42,219	-
<u>LIABILITIES</u>		
Current liabilities:		
Accounts payable and other current liabilities	160,278	32,235
Accrued payroll and benefits	14,351	1,960
Due to other funds	15,734	-
Due to Miami-Dade County	14,518	-
Bond payable	49,440	-
Total current liabilities	254,321	34,195
Noncurrent liabilities:		
Compensated absences	8,761	-
Net pension liability	104,801	-
Due to Miami-Dade County	116,144	-
Bond payable	354,446	-
Total noncurrent liabilities	584,152	-
Total liabilities	838,473	34,195
<u>DEFERRED INFLOWS OF RESOURCES</u>		
Pension	11,289	-
Total deferred inflows of resources	11,289	-
<u>NET POSITION</u>		
Net investment in capital assets	9,743,318	8,984
Unrestricted	420,691	-
Total net position	\$ 10,164,009	\$ 8,984

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Business-Type Activity Enterprise Fund	Internal Service Fund
	<u>Stormwater</u>	<u>Fund</u>
Operating revenues:		
Charges for services	\$ 1,034,314	\$ -
Total operating revenues	<u>1,034,314</u>	<u>-</u>
Operating expenses:		
Administrative expenses	312,197	173,047
Contractual services	99,776	-
Repairs and maintenance	252,406	143,930
Depreciation	234,905	101
Total operating expenses	<u>899,284</u>	<u>317,078</u>
Operating income (loss)	135,030	(317,078)
Nonoperating revenues (expenses):		
Investment earnings	47,104	-
Interest expense	(38,372)	-
Total nonoperating revenues (expenses)	<u>8,732</u>	<u>-</u>
Income before contributions and transfers	143,762	(317,078)
Contributions and transfers:		
Capital contributions	1,052,142	-
Transfers in	-	326,062
Transfers out	(468,967)	-
Net contributions and transfers	<u>583,175</u>	<u>326,062</u>
Change in net position	726,937	8,984
Net position, beginning	<u>9,437,072</u>	<u>-</u>
Net position, ending	<u><u>\$ 10,164,009</u></u>	<u><u>\$ 8,984</u></u>

See notes to basic financial statements

TOWN OF MIAMI LAKES, FLORIDA
STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Business-Type Activity Enterprise Fund	Internal Service Fund
	Stormwater	
Cash flows from operating activities:		
Cash received from customers, governments and other funds	\$ 956,202	\$ -
Cash paid to suppliers	(461,994)	(231,899)
Cash paid to employees	(192,272)	(50,883)
Net cash provided by (used in) operating activities	301,936	(282,782)
Cash flows from noncapital financing activities:		
Transfers in (out)	(468,967)	326,062
Net cash (used in) operating activities	(468,967)	326,062
Cash flows from capital and related financing activities:		
Acquisition and construction of capital assets	-	(9,085)
Principal retirement of capital debt	(60,393)	-
Interest paid on capital debt	(38,372)	-
Net cash (used in) capital and related financing activities	(98,765)	(9,085)
Cash flows from investing activities:		
Redemption of investment	128,528	-
Interest and other income	47,104	-
Net cash provided by investing activities	175,632	-
Net increase (decrease) in cash and cash equivalents	(90,164)	34,195
Cash and cash equivalents, October 1	549,512	-
Cash and cash equivalents, September 30	\$ 459,348	\$ 34,195
Reconciliation of operating income to net cash provided by operating activities:		
Operating income (loss)	\$ 135,030	\$ (317,078)
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	234,905	101
Change in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	(93,846)	-
Prepays	(215)	-
Deferred outflows of resources for pension	(9,520)	-
Increase (decrease) in:		
Accounts payable and accrued payroll and benefits	(926)	34,195
Due to other funds	15,734	-
Compensated absences	4,457	-
Net pension liability	12,537	-
Deferred inflows of resources for pension	3,780	-
Total adjustments	166,906	34,296
Net cash provided by (used in) operating activities	\$ 301,936	\$ (282,782)
Noncash investing, capital and related financing activities:		
Capital assets acquired through noncurrent liabilities	\$ 145,180	\$ -
Contribution of capital assets	1,052,142	-

See notes to basic financial statements



**NOTES TO BASIC
FINANCIAL STATEMENTS**

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization

The Town of Miami Lakes, Florida (the "Town") was incorporated in fiscal year 2001 and is a political subdivision of the State of Florida located in northwestern Miami-Dade County. The Town operates under a Mayor-Council-Manager form of government, with the legislative function being vested in a seven-member Council. The Town Council is governed by the Town Charter and by the state and local laws and regulations. The Town Council is responsible for establishment and adoption of policy. The Town provides the following range of municipal services authorized by its charter: public safety, streets, stormwater, health and social services, culture, recreation, bus transportation, planning and zoning, and general administrative services.

The accounting policies of the Town conform to Accounting Principles Generally Accepted in the United States of America (GAAP) as applicable to governments. The Governmental Accounting Standards Board (GASB) is the standard-setting body for governmental accounting and financial reporting.

This summary of significant accounting policies is presented to assist the reader in interpreting the basic financial statements of the Town of Miami Lakes, Florida. The policies are considered essential and should be read in conjunction with the basic financial statements.

B. Financial Reporting Entity

The Town was incorporated in accordance with the Constitution of the State of Florida and the Home Rule Charter of Miami-Dade County on December 5, 2000, to carry on a centralized government. The Town Council is responsible for legislative and fiscal control of the Town. A Town Manager is appointed by the Council and is responsible for administrative and fiscal control of the resources of the Town.

The financial statements were prepared in accordance with GASB Statement No. 14, The Financial Reporting Entity, as amended by GASB Statement No. 39 and 61, which establishes standards for defining and reporting on the financial reporting entity. The definition of the financial reporting entity is based upon the concept that elected officials are accountable to their constituents for their actions. One of the objectives of financial reporting is to provide users of financial statements with a basis for assessing the accountability of the elected officials. The financial reporting entity consist of the primary government, organizations for which the primary government is financially accountable and other organizations for which the nature and significance of their relationship with the primary government are such that exclusion would cause the reporting entity to be misleading or incomplete. The Town is financially accountable for a component unit if it appoints a voting majority of the organization's governing board and it is able to impose its financial benefits to, or impose specific financial burdens on the Town. Based on the application of these criteria, there were no component units to the Town for fiscal year ended September 30, 2017.

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all activities of the primary government. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

C. Government-Wide and Fund Financial Statements

The statement of activities demonstrates the degree to which the direct expenses of a specific function or segments are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Government-Wide and Fund Financial Statements (Continued)

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds are reported as separate columns in the fund financial statements. All remaining governmental funds are aggregated and reported as nonmajor funds. The internal service fund is included in the proprietary fund financial statements.

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting similar to the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within six (6) months of the end of the current fiscal period, except for property taxes, for which the period is 60 days. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes, sales taxes, utility taxes, franchise taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the Town.

Accounting principles generally accepted in the United State of America set forth minimum criteria (percentage of assets plus deferred outflows of resources, liabilities plus deferred outflows of resources, revenue or expenditures/expenses of the applicable fund category and the governmental and enterprise combined) for the determination of major funds. The non-major funds are presented in one column in the respective fund financial statements.

The Town reports the following major governmental funds:

General Fund – This fund is the government’s primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

Special Revenue Fund – This fund is used to account for and report the receipts of local option fuel tax and county-shared fuel tax that are legally restricted for expenditures related to development, construction equipping, maintenance, operations or expansion of public transportation system, roads and bridges.

Building Department Fund – This fund is used to account for and report the receipts of building permits and other fees that are restricted for building permitting and inspection activities. The department performs plan review for all commercial and residential construction, mandatory inspections for all phases of construction to ensure compliance with building safety regulations, collects permit fees and issues permits for residential and commercial construction, and issues certificates of completion and occupancy.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

Disaster Fund – This fund is used to account for disaster recovery and debris removal efforts associated with natural disasters and other emergencies. The fund reports funding from other governmental agencies to cover the costs of the related expenditures.

Capital Projects Fund – This fund is used to account for the construction of major capital projects, other than those financed by the proprietary funds, the Series 2010 Special Obligation bond fund or the Series 2013 Construction Bond fund.

The Town reports the following major proprietary fund:

Stormwater Utility Fund – This fund used to account for the provision of stormwater maintenance and capital improvements within the Town.

Additionally, the Town reports the following fund types:

Impact Fees Fund – This fund is used to account for the parks and public safety impact fees used to fund the cost of additional capital resources required to maintain and accommodate projected population growth due to new development.

Debt Service Fund – This fund is used to account for the accumulation of resources for and payment of principal, interest and related costs of the Town's special obligation bonds.

Internal Service Fund – This fund is used to account for the Town's facilities maintenance services, all of which are provided to other Town departments.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Town's enterprise fund functions and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes, whose purpose has not been restricted to a specific program.

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from user fees for providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the stormwater enterprise fund are charges to customers for services to maintain and refurbish the stormwater system. Operating expenses for the enterprise funds include the cost of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Accounting and Reporting Changes

The Town implemented GASB Statement No. 82, *Pension Issues – an amendment of GASB Statements No. 67, No. 68, and No. 73* (GASB 82). This statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) classification of payments made by employers to satisfy employee (plan member) contribution requirements.

E. Deposits and Investments

The Town's cash and cash equivalents are considered to be cash on hand, demand deposits, investments with the State Board of Administration (SBA) investment pools (Securities and Exchange Commission Rule 2A-7 Pool), certificates of deposit, money markets, demand deposits and short term investments with original maturities of three months or less from the date of acquisition.

State Statutes requires all deposits of the Town, including demand deposit accounts, time deposit accounts, and money market accounts to be held in institutions designated by the Treasurer of the State of Florida as "qualified depositories" and accordingly, are covered by a collateral pool as required by that statute.

Investments are reported at fair value, which are based on quoted market prices. Investments owned by the Town are accounted for in the Town's investment pool. Income earned from this pool is allocated to the respective funds based on average monthly balances.

The reported value of the pool is the same as their fair value of the pool shares for participants in Pool A. Investments, including restricted investments, consist of securities of governmental agencies unconditionally guaranteed by the U.S. Government.

F. Receivables and Payables

Receivables include amounts due from other governments and others for services provided by the Town. Receivables are recorded and revenues are recognized as earned or as specific program expenditures/expenses are incurred based on the accounting basis required for that fund.

All trade receivables are shown net of an allowance for uncollectible accounts. An allowance for uncollectible accounts is provided when necessary for all trade receivables outstanding over 60 days.

G. Interfund Receivables and Payables

Activities between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to/from other funds" or "advances to/from other funds". Any residual balances outstanding between the governmental activities and business activities are reported in the government-wide financial statements as "internal balances".

H. Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements. The governmental fund financial statements consider prepaid items to be nonspendable fund balance.

I. Property Taxes

Property taxes are assessed as of January 1 each year and are first billed (levied) and due the following November 1.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. Property Taxes (Continued)

Under Florida law, the assessment of all properties and the collection of all county, municipal, school board and special district property taxes are consolidated in the Office of the County Property Appraiser and County Tax Collector. The laws for the State regulating tax assessments are also designed to assure a consistent property valuation method statewide. State statutes permit municipalities to levy property taxes at a rate of up to 10 mills (\$10 per \$1,000 of assessed taxable valuation). The millage rate assessed by the Town for the year ended September 30, 2017 was 2.3353.

The Town's tax levy is established by the Town Council prior to October 1st of each year, and the County Property Appraiser incorporates the millage into the total tax levy, which includes Miami-Dade County, Miami-Dade County School Board and certain other special taxing districts.

All real and tangible personal property taxes are due and payable on November 1st of each year or as soon as practicable thereafter as the assessment roll is certified by the County Property Appraiser. Miami-Dade County mails each property owner on the assessment roll a notice of the taxes due and collects the taxes for the Town. Taxes may be paid upon receipt of the notice from Miami-Dade County, with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January and 1% if paid in the month of February. Taxes paid during the month of March are without discount, and all unpaid taxes on real and tangible personal property become delinquent and liens are placed on April 1st of the year following the year in which the taxes were assessed. Procedures for the collection of delinquent taxes by Miami-Dade County are provided for in the laws of Florida.

J. Capital Assets

Capital assets are defined by the Town as property, equipment and infrastructure with an initial, individual cost of more than \$750 and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are recorded at acquisition value as of the date of donation. Additions, improvements and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all depreciable assets is provided on the straight-line basis over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Furniture and equipment	5-20
Leasehold improvements	15
Infrastructure	40

When capital assets are sold or disposed of, the related cost and accumulated depreciation are removed from the financial records and a resulting gain or loss is recorded in the government-wide financial statements.

K. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The Town has pension amounts that qualify for reporting in this category on the government-wide statement of net position in the amount of \$1,232,736.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

K. Deferred Outflows/Inflows of Resources (Continued)

In additions to liabilities, the statement of net position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as inflows of resources (revenue) until that time. The Town has pension amounts that qualify for reporting in this category in the amount of \$319,236.

L. Compensated Absences

It is the Town's policy to permit employees to accumulate earned but unused vacation and sick pay benefits. Vacation pay and sick pay benefits are accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations or retirements.

All vacation and sick leave is accrued and reported as a fund liability when it is probable that the Town will compensate the employee with expendable available financial resources. Vacation and sick leave is accrued when incurred in proprietary funds and reported as a fund liability. All vacation pay is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements. For governmental funds, compensated absences are generally liquidated by the General Fund.

M. Long-Term Obligations

In the government-wide financial statements, and proprietary fund type in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Debt premiums and discounts are deferred and amortized over the life of the debt using the straight-line method, which does not result in a material difference from the effective interest method. The face amount of the debt issued is reported net of bond premiums and discounts. Debt issuance cost are expensed in the year they are incurred.

In the fund financial statements, governmental fund types recognize debt premiums and discounts during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditure.

N. Net Position

Total equity as of September 30, 2017 is classified into three components of net position:

Net investment in capital assets – consists of capital assets (including restricted capital assets), net of accumulated depreciation and reduced by the outstanding balances of any bonds, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted net position – consists of net position with constraints placed on their use either by 1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments, or 2) law through constitutional provisions or enabling legislation.

Unrestricted net position – all other net position that do not meet the definition of "restricted" or "net investment in capital assets".

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

O. Fund Balance

The Town follows Governmental Accounting Standards for *Fund Balance Reporting and Governmental Type Definitions*, which requires that governmental fund financial statements present fund balance based on classification that comprise a hierarchy that is based primarily on the extent to which the Town is bound to honor constraints on the specific purposes for which amounts in the respective governmental fund can be spent. The classifications used in the governmental fund financial statements are as follows:

Non-spendable – Amounts that cannot be spent either because they are in not spendable form (such as inventory) or because they are legally or contractually required to be maintained intact.

Restricted – Amounts that can be spent only for specific purposes by their providers (such as grantors, bondholders, Town Code, and higher levels of government), through constitutional provisions, or by enabling legislation.

Committed – Amounts constrained to specific purposes by the Town itself, using its highest level of decision-making authority (i.e., Town Council). To be reported as committed, amounts cannot be used for any other purpose unless the Town takes the same highest level action to remove or change the constraint. Amounts that can be used only for the specific purposes determined by a formal action (i.e., ordinance) of the Town Council, the Town's highest level of decision making authority. Commitments may only be changed or lifted by the Town Council taking the same formal action that imposed the constraint originally.

Assigned – Amounts the Town intends to use for a specific purpose. Intent can be expressed by the Town Council or by an official or body to which the Town Council delegates the authority. Amounts that the Town intends to use for a specific purpose; the intent shall be expressed by the Town Council or may be delegated to the Town Manager.

Unassigned – This fund balance is the residual classification for the General Fund. The General Fund is the only fund that reports a positive unassigned fund balance amount. It is also used to report negative fund balances in other governmental funds.

Minimum level of Unassigned Fund Balance Policy:

The Town's reserve policy ordinance requires that the Town maintain 15% of budgeted general fund expenditures on hand as a reserve whenever possible. When expenditure is incurred for the purpose for which both restricted and unrestricted funds are available, the Town considers restricted funds to have been spent first. When expenditures are incurred for which committed, assigned, or unassigned fund balances are available, the Town considers amounts to have been first expended out of committed funds then assigned funds and finally unassigned funds, as needed, unless the Town Council or Town Manager has provided otherwise in its commitment or assignment actions.

The Town will use restricted amounts to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents/contracts that prohibit doing this, such as grant agreements requiring dollar for dollar spending. Additionally, the Town will first use committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

P. Net Position Flow Assumption

Sometimes the Town will fund outlays for a particular purpose from both restricted and unrestricted resources. In order to calculate the amounts to report as restricted-net position and unrestricted-net position in the government-wide financial statements, a flow assumption must be made about the order in which resources are considered to be applied. It is the Town's policy to consider restricted net position to have been depleted before unrestricted-net position is applied.

Q. Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts of assets, liabilities, disclosures of contingent liabilities, revenues and expenditures/expenses reported in the financial statements and accompanying notes. These estimates include assessing the collectability of receivables, the realization of pension obligations, OPEB and the useful lives of capital assets. Although these estimates are based on management's knowledge of current events and actions it may undertake in the future, they may ultimately differ from actual results.

R. Restricted Assets

Certain resources set aside for the repayment of bonds are classified as restricted assets on the statement of net position because their use is limited by the applicable bond indenture covenants.

S. Capital Contributions

Capital contributions in proprietary fund financial statements arise from grants or outside contributions of resources restricted to capital acquisition and construction.

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

By its nature as a local government unit, the Town is subject to various federal, state, and local laws and contractual regulations. The Town has no material violations of finance-related legal and contractual obligations.

1. Fund Accounting Requirements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like any other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related requirements, bond covenants, and segregation for management purposes.

2. Revenue Restrictions

The Town has various restrictions placed over certain revenue sources from federal, state, or local requirements. The primary revenue sources include:

Revenue Source

Transportation & Gas Surtax

Legal Restrictions of Use

Roads, sidewalks, streets, busing, streetlights
and other transportation expenses

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 2 - STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY (Continued)

2. Revenue Restrictions (Continued)

<u>Revenue Source</u>	<u>Legal Restrictions of Use</u>
Mobility Fee	Multi-modal transportation improvements
Impact Fees (Parks & Police)	Capital projects, improvements and to offset additional costs
Building Permits and Fees	Building permitting and inspection activities

For the fiscal year ended September 30, 2017, the Town complied, in all material respects, with these revenue restrictions.

3. Excess of Expenditures Over Appropriations

For the year ended September 30, 2017, there were no expenditures that exceeded appropriations.

For the year ended September 30, 2017, the transfers out in the Building Department Fund exceeded appropriations by \$2,916.

NOTE 3 - DEPOSITS AND INVESTMENTS

Cash and Cash Equivalents

As of September 30, 2017, the balance of the Town's cash deposits were \$8,933,953. All deposits are held in banking institutions approved by the State of Florida to hold public funds. The Town's deposits are considered insured and collateralized with securities held by the Town or by its agent in the Town's name as discussed below.

The Town invests in certificates of deposit. The certificates bear an interest rate ranging from 1.11% to 1.65%. The certificates of deposit with original maturities of greater than three months totaling approximately \$4,638,542 are presented as investments in the accompanying statement of net position.

The SBA administers Florida PRIME ("PRIME"), which is governed by Chapter 19-7 of the Florida Administrative Code and Chapters 215 and 219 of the Florida Statutes. These rules provide guidance and establish the policies and general operating procedures of the administration of PRIME. PRIME is not a registrant with the Securities and Exchange Commission; however, the SBA has adopted operating procedures consistent with the requirements for a 2a-7 fund, which permits money market funds to use amortized cost to maintain a constant net asset value ("NAV") of \$1 per share. The fair value of the position in the Florida PRIME is equal to the value of the pool shares. At September 30, 2017, the Town's investment in the Florida PRIME was that of \$7,343 which is presented as cash and cash equivalents in the accompanying statement of net position. Thus, the Town's account balance in the SBA is its amortized cost.

Additionally, the Office of the Auditor General of the State of Florida performs the operational audit of the activities and investment of the SBA. The SBA accounts are not subject to custodial credit risk as these investments are not evidenced by securities that exist in physical or bank entry form.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 3 - DEPOSITS AND INVESTMENTS (Continued)

Cash and Cash Equivalents (Continued)

In accordance with GASB Statement No. 79, Certain External Investment Pools and Pool Participants, the Town's investment in the Florida PRIME meets the definition of a qualifying investment pool that measures for financial reporting purposes all of its investments at amortized cost and should disclose the presence of any limitations or restrictions on withdrawals. As of September 30, 2017, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

Custodian credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. All of the Town's deposits are entirely insured by federal depository insurance or collateralized by the multiple financial institution collateral pool pursuant to Florida Statutes, Chapter 280, "Florida Security for Public Deposit Act". Under this Act, all qualified public depositories are required to pledge eligible collateral having a fair value equal to or greater than the average daily or monthly balance of all public deposits, multiplied by the depository's collateral pledging level.

Investments

Section 218.415, Florida Statutes, limits the types of investments that a government can invest in unless specifically authorized in an investment policy. On December 13, 2011, the Town adopted Ordinance 11-139 which provides for a comprehensive investment policy pursuant to Section 218.415, Florida Statutes, and established permitted investments, issuer limits, credit rating requirements and maturity limits to protect the Town's cash and investment assets. The investment policy applies to all cash and investments held or controlled by the Town with the exception of funds related to the issuance of debt.

The Town's investment policy allows for the following investments:

- Direct obligations of the U. S. Government, its Agencies or Instrumentalities;
- Securities and Exchange Commission registered money market mutual funds;
- Insured or fully collateralized Certificates of Deposit;
- Intergovernmental investment pools authorized pursuant to the Florida Interlocal Cooperation Act functioning as a money market mutual;
- Financial institution deposits that are in Qualified Public Depositories of the State in accordance with Chapter 280.02, Florida Statutes;
- Repurchase agreements secured by direct obligations of the U.S. Government, its Agencies or Instrumentalities.

The Town's overall investment objectives are, in order of priority, the safety of principal, liquidity of funds and maximizing investment income.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in interest rates. As a mean of limiting its exposure to fair value losses arising from rising interest rates, the Town's investment policy limits the Town's investment portfolio to maturities not to exceed two years for operating and debt service funds and not to exceed three years for capital project or special purpose funds. The weighted average days to maturity (WAM) of the Florida PRIME as of September 30, 2017 is 51 days. Next interest rate reset dates for floating rate securities are used in the calculation of the WAM. The weighted average life (WAL) of Florida PRIME at September 30, 2017, is 80 days.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 3 - DEPOSITS AND INVESTMENTS (Continued)

Investments (Continued)

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The Town's investment policy specifically sets parameter to minimize the Town's credit risk by:

- Limiting investment to the safest type of issuer
- Pre-qualifying the financial institution, pools, money market mutual funds, and broker/dealer with which the Town will do business, and
- Diversifying the investment portfolio so that potential losses on individual issuers will be minimized.

The Town's investment in Florida PRIME was rated AAAM by Standard and Poor's as of September 30, 2017.

Custodial credit risk for investment is the risk that in the event of the failure of the counterparty (e.g. broker dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The Town's investment policy requires that a bank or banks shall be contracted for the safekeeping or custody of securities owned by the Town as part of its investment portfolio or pledged to the Town as collateral. Securities owned by the Town shall be evidenced by safekeeping receipts of the institution holding the securities. All security transactions shall utilize the "delivery versus payment" procedures for settlement. All of the Town's investments at September 30, 2017 are being kept by a third party commercial trust bank and are fully secured and collateralized under the name of the Town or its agent.

NOTE 4 – RECEIVABLES AND PAYABLES

Receivables as of September 30, 2017 were as follows:

	General Fund	Special Revenue Fund	Building Department Fund	Disaster Fund	Capital Projects Fund	Nonmajor Governmental Funds	Stormwater Fund
Due from other governments	\$ 1,128,337	\$ 442,824	\$ -	\$ 1,222,352	\$ 77,552	\$ 153,105	\$ 234,123
Other	121,795	-	298,063	-	-	256,521	-
Total receivables	<u>\$ 1,250,132</u>	<u>\$ 442,824</u>	<u>\$ 298,063</u>	<u>\$ 1,222,352</u>	<u>\$ 77,552</u>	<u>\$ 409,626</u>	<u>\$ 234,123</u>

Payables as of September 30, 2017 for the Town's governmental funds were as follows:

	General Fund	Special Revenue Fund	Building Department Fund	Disaster Fund	Capital Projects Fund	Nonmajor Governmental Funds	Total Governmental Funds
Vendors	\$ 1,950,338	\$ 341,219	\$ 162,170	\$ 1,645,459	\$ 443,652	\$ 15,734	\$ 4,558,572
Payroll and related accounts	111,452	2,998	40,492	-	-	-	154,942
Total (fund statements)	<u>\$ 2,061,790</u>	<u>\$ 344,217</u>	<u>\$ 202,662</u>	<u>\$ 1,645,459</u>	<u>\$ 443,652</u>	<u>\$ 15,734</u>	<u>\$ 4,713,514</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 4 – RECEIVABLES AND PAYABLES (Continued)

Payables as of September 30, 2017 for the Town's governmental activities (government-wide statements) were as follows:

	Fund Statements	Bond Interest Payable	Total Governmental Activities
Vendors	\$ 4,590,807	\$ 182,833	\$ 4,773,640
Payroll and related accounts	150,706	-	150,706
Total	<u>\$ 4,741,513</u>	<u>\$ 182,833</u>	<u>\$ 4,924,346</u>

Payables as of September 30, 2017 for the Town's proprietary funds were as follows:

	Stormwater Fund	Internal Service Fund	Total Proprietary Funds
Vendors	\$ 160,278	\$ 32,235	\$ 192,513
Payroll and related accounts	14,351	1,960	16,311
Total (fund statements)	<u>\$ 174,629</u>	<u>\$ 34,195</u>	<u>\$ 208,824</u>

NOTE 5 - INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2017, consisted of the following:

Transfer Out	Transfer In						Total
	General Fund	Special Revenue Fund	Building Department Fund	Disaster Fund	Capital Projects Fund	Internal Service Fund	
General Fund	\$ -	\$ 11,416	\$ 269,616	\$ 528,635	\$ 484,172	\$ 283,674	\$ 1,577,513
Special Revenue Fund	174,490	-	-	-	494,276	-	668,766
Building Department Fund	616	-	-	-	-	42,388	43,004
Disaster Fund	-	-	-	-	-	-	-
Capital Projects Fund	111,416	-	-	-	-	-	111,416
Nonmajor Funds	-	36,475	-	-	844,900	-	881,375
Stormwater Fund	-	-	-	-	468,967	-	468,967
Internal Service Fund	-	-	-	-	-	-	-
	<u>\$ 286,522</u>	<u>\$ 47,891</u>	<u>\$ 269,616</u>	<u>\$ 528,635</u>	<u>\$ 2,292,315</u>	<u>\$ 326,062</u>	<u>\$ 3,751,041</u>

Purposes of significant transfers made during the 2017 fiscal year are as follows:

- The General Fund transferred \$528,635 to the Disaster Fund to cover expenditures incurred for debris removal.
- The General Fund transferred \$484,172 to the Capital Projects Fund to partially finance various ongoing capital projects (parks) of the Town.
- The Special Revenue Fund transferred \$494,276 to the Capital Projects Fund to partially finance various ongoing capital projects of the Town.
- The Impact Fees Funds transferred \$844,900 to the Capital Projects Fund to finance various ongoing capital projects (public safety facilities and parks) of the Town.
- The Stormwater Fund transferred \$468,967 to the Capital Projects Fund to finance ongoing stormwater drainage capital improvements of the Town.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 6 - CAPITAL ASSETS

Capital assets activity for the fiscal year ended September 30, 2017 was as follows:

	Beginning Balance	Increases	Decreases	Transfers	Ending Balance
Governmental activities:					
Capital assets not being depreciated:					
Land	\$ 6,056,872	\$ -	\$ -	\$ -	\$ 6,056,872
Construction in progress	5,862,558	2,206,776	(6,651,282)	(1,022,445)	395,607
Total capital assets not being depreciated	<u>11,919,430</u>	<u>2,206,776</u>	<u>(6,651,282)</u>	<u>(1,022,445)</u>	<u>6,452,479</u>
Capital assets being depreciated:					
Furniture and equipment	2,879,357	160,664	-	-	3,040,021
Buildings	5,997,769	2,156,146	-	-	8,153,915
Leasehold improvements	90,558	-	-	-	90,558
Infrastructure	22,260,289	5,036,618	-	(29,697)	27,267,210
Total capital assets being depreciated	<u>31,227,973</u>	<u>7,353,428</u>	<u>-</u>	<u>(29,697)</u>	<u>38,551,704</u>
Less accumulated depreciation for:					
Furniture and equipment	(2,281,302)	(359,069)	-	-	(2,640,371)
Buildings	(499,593)	(191,102)	-	-	(690,695)
Leasehold improvements	(90,558)	-	-	-	(90,558)
Infrastructure	(7,253,426)	(921,675)	-	-	(8,175,101)
Total accumulated depreciation	<u>(10,124,879)</u>	<u>(1,471,846)</u>	<u>-</u>	<u>-</u>	<u>(11,596,725)</u>
Total capital assets being depreciated, net	<u>21,103,094</u>	<u>5,881,582</u>	<u>-</u>	<u>(29,697)</u>	<u>26,954,979</u>
Governmental activities capital assets, net	<u>\$ 33,022,524</u>	<u>\$ 8,088,358</u>	<u>\$ (6,651,282)</u>	<u>\$ (1,052,142)</u>	<u>\$ 33,407,458</u>
Business-type activities:					
Capital assets not being depreciated:					
Construction in progress	\$ 2,897,201	\$ -	\$ (3,666,055)	\$ 1,022,445	\$ 253,591
Total capital assets not being depreciated	<u>2,897,201</u>	<u>-</u>	<u>(3,666,055)</u>	<u>1,022,445</u>	<u>253,591</u>
Capital assets being depreciated:					
Infrastructure	7,828,214	3,811,236	-	29,697	11,669,147
Furniture and equipment	284,455	-	-	-	284,455
Total capital assets being depreciated	<u>8,112,669</u>	<u>3,811,236</u>	<u>-</u>	<u>29,697</u>	<u>11,953,602</u>
Less accumulated depreciation for:					
Infrastructure	(1,589,763)	(203,893)	-	-	(1,793,656)
Furniture and equipment	(104,659)	(31,012)	-	-	(135,671)
Total accumulated depreciation	<u>(1,694,422)</u>	<u>(234,905)</u>	<u>-</u>	<u>-</u>	<u>(1,929,327)</u>
Total capital assets being depreciated, net	<u>6,418,247</u>	<u>3,576,331</u>	<u>-</u>	<u>29,697</u>	<u>10,024,275</u>
Business-type activities capital assets, net	<u>\$ 9,315,448</u>	<u>\$ 3,576,331</u>	<u>\$ (3,666,055)</u>	<u>\$ 1,052,142</u>	<u>\$ 10,277,866</u>

Depreciation expense charged to functions/programs of the primary government are as follows:

Governmental activities:	
General government	\$ 466,002
Public safety	26,950
Transportation	369,967
Parks and recreation	608,927
Total depreciation expense - governmental activities	<u>\$ 1,471,846</u>
Business-type activities:	
Stormwater utility	\$ 234,905
Total depreciation expense - business-type activities	<u>\$ 234,905</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 7 - LONG-TERM DEBT

Special Obligation Bonds, Notes 2010

Pursuant to Ordinance Number 2010-127, Resolution Number 2010-857 and Resolution Number 2010-858, on December 16, 2010, the Town issued \$7.33 million of Town of Miami Lakes, Florida, Special Obligation Bonds, Federally Taxable Series 2010 (Government Center Project) (Build America Bonds – Direct Payment) (the “Series 2010 Bonds”) to pay all the costs of purchasing, designing and construction of a new Government Center, pay capitalized interest, fund a debt service reserve and, together with other available funds, to pay costs of issuance.

The Series 2010 Bonds are collateralized by the Electric Utility Tax Revenues and are due serially beginning December 1, 2019 through the year 2040 with semi-annual interest due on June 1 and December 1 each year. Revenue requirements include at least 1.25 times the maximum principal and interest on all outstanding bonds.

Under the American Recovery and Reinvestment Act of 2009 Congress added certain provisions to the Internal Revenue Code (the “Code”) which made it possible for state and local governments to potentially obtain lower net borrowing costs when issuing bonds that meet certain requirements of the Code and the related Treasury Regulations (“qualified bonds”). A Build America Bond is a “qualified bond” where the issuer has made an irrevocable election to have the special rules applicable to the qualified bonds.

A Build America Bond that constitutes a “qualified bond” entitles the issuer to receive direct subsidy payments from the United States Department of the Treasury, upon meeting certain other additional requirements, in the amount of 35% of the corresponding interest payable on the related bonds. The Series 2010 Bonds were issued as “qualified bonds”. Bonds bear interest rates ranging from 7.05% to 7.627%.

Arbitrage

Arbitrage refers to the profit earned by investing tax-exempt bond funds in higher yielding investments. Under federal arbitrage regulations, an issuer of tax-exempt bonds is allowed to earn this profit for a certain period of time during the construction period of the related project. Once this time period has expired, the profit realized on any recurring bond proceeds is subject to rebate to the federal government. These federal arbitrage regulations apply to all of tax-exempt issues. As of September 30, 2017 the Town is not subject to the rebate provisions of the arbitrage regulations on its Series 2010 Bonds.

Quality Neighborhood Improvement Program Bonds

Prior to the Town’s incorporation, Miami-Dade County issued \$77,640,000 in Florida Public Service Tax Revenue Bonds (UMSA Public Improvements) Series 1999 (the Revenue Bonds). The County pledged the Unincorporated Municipal Service Area’s (UMSA) utility tax revenues for debt service on the Revenue Bonds. Unlike other Miami-Dade municipalities that have incorporated subsequent to the issuance of the Revenue Bonds, there are no written agreements, contracts or other verified requirements for the Town’s participation in the repayment of the Revenue Bonds. The County has asserted a claim that the Town should participate in yearly Quality Neighborhood Improvement Program (QNIP) Debt Service Payments through 2024. Under the County’s assertions, the Town’s QNIP Debt Service Payment would be based on utility tax revenue collected by the Town during the year as a percentage of the total UMSA utility tax revenues for that year multiplied by the total debt service payment due by the County on the Revenue Bonds for that year.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 7 - LONG-TERM DEBT (Continued)

Quality Neighborhood Improvement Program Bonds (Continued)

During fiscal year 2010, Town management worked with the County to achieve a settlement of this and other financial issues outstanding between the two governments. On January 28, 2010, the Town Council in a Special Call Meeting authorized the Town staff to move forward and enter into an agreement with Miami-Dade County pursuant to which the Town would agree to pay all outstanding QNIP payments owed to the County under a structured settlement plan which the County had proposed.

The settlement terms called for a payment plan by the Town of \$153,423 annually beginning in fiscal year 2010 through 2024. The County subsequently refinanced the QNIP bonds which resulted in an amendment to the interlocal agreement to reduce the Town's debt service share. The revised terms will result in a \$104,568 reduction of the annual payment during fiscal year 2019. Remaining annual debt service payments from 2020 through 2024 will approximate \$142,000. During fiscal year 2017, the Town paid \$153,423 of its QNIP share to Miami-Dade County.

Stormwater Utility Revenue Bonds

In October 2003, the County and the Town entered into an agreement to transfer to the Town the operations and the maintenance of the Town's Stormwater utility system located within the Town's boundaries. As part of the agreement, the billing and collection activities will remain under the administration of the County's Water and Sewer Department ("Department") for an administrative fee of 87 cents per utility bill processed by the Department. The agreement is effective for a period of 5 years and is renewable by written mutual consent of both parties.

In addition, the agreement requires the Town to pay the County a yearly debt service payment through the year 2024 based on 2.4% of the Annual Debt Service Payment of the \$41,580,000 Miami-Dade County Stormwater Utility Revenue Bonds, Series 1999.

A summary of debt service requirements to maturity for the various bonds are as follows:

<u>September 30,</u>	<u>Special Obligation Bonds, Series 2010</u>		<u>Quality Neighborhood Improvement Program Bonds</u>		<u>Stormwater Utility Revenue Bonds</u>	
	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>	<u>Principal</u>	<u>Interest</u>
2018	\$ -	\$ 548,499	\$ 150,845	\$ 2,578	\$ 49,440	\$ 19,012
2019	380,000	548,499	46,607	2,248	51,960	17,366
2020	200,000	521,709	139,302	1,892	54,480	15,626
2021	210,000	507,609	140,019	1,519	57,240	13,811
2022	220,000	492,804	140,741	1,120	60,120	11,903
2023-2027	1,255,000	2,215,874	283,661	983	130,646	16,397
2028-2032	1,595,000	1,698,939	-	-	-	-
2033-2037	2,010,000	1,030,788	-	-	-	-
2038-2040	1,460,000	226,141	-	-	-	-
Total	<u>\$ 7,330,000</u>	<u>\$ 7,790,862</u>	<u>\$ 901,175</u>	<u>\$ 10,340</u>	<u>\$ 403,886</u>	<u>\$ 94,115</u>

Due to Miami-Dade County – Canal Project

In October 2016 the Town entered into an interlocal agreement with the Miami-Dade County Stormwater Utility for cost sharing of stormwater drainage projects. The terms of the agreement call for a payment plan by the Town of \$15,734 annually, including interest of \$1,216, through 2026.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 7 - LONG-TERM DEBT (Continued)

Due to Miami-Dade County – Canal Project (Continued)

A summary of debt service requirements to maturity is as follows:

<u>September 30,</u>	<u>Due to Miami-Dade County</u>	
	<u>Principal</u>	<u>Interest</u>
2018	\$ 14,518	\$ 1,216
2019	14,518	1,216
2020	14,518	1,216
2021	14,518	1,216
2022	14,518	1,216
2023-2027	58,072	4,864
Total	<u>\$ 130,662</u>	<u>\$ 10,944</u>

Long-term debt activity for the fiscal year ended September 30, 2017 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities					
Special obligation bonds payable	\$ 7,330,000	\$ -	\$ -	\$ 7,330,000	\$ -
Less: discount on bonds issued	(33,448)	-	1,380	(32,068)	-
QNIP bonds	1,006,155	-	(104,980)	901,175	150,845
Net pension liability	2,773,064	1,380,756	(1,106,769)	3,047,051	-
OPEB	15,607	-	-	15,607	-
Compensated absences	191,509	126,393	(17,002)	300,900	6,196
Governmental activities long-term liabilities	<u>\$ 11,282,887</u>	<u>\$ 1,507,149</u>	<u>\$ (1,227,371)</u>	<u>\$ 11,562,665</u>	<u>\$ 157,041</u>
Business-Type Activities					
Stormwater utility revenue bonds	\$ 449,760	\$ -	\$ (45,874)	\$ 403,886	\$ 49,440
Due to Miami-Dade County	-	145,180	(14,518)	130,662	14,518
Net pension liability	92,264	63,176	(50,639)	104,801	-
Compensated absences	4,303	4,458	-	8,761	-
Business-type activities long-term liabilities	<u>\$ 546,327</u>	<u>\$ 212,814</u>	<u>\$ (111,031)</u>	<u>\$ 648,110</u>	<u>\$ 63,958</u>

The Town's compensated absences are generally liquidated by the General Fund. Currently amounts 'Due within One Year' are estimated based on prior years' usage and known terminations resulting in payouts as of the date of the financial statement preparation.

Pledged Future Revenues

The Town has pledged the Electric Utility Tax revenues as payment for the Special Obligation Bond issued December 16, 2010. Monthly receipts are deposited into the Utility Tax Revenue Fund to be used to make the monthly debt service payment on the bonds. At the end of the month, unused revenues are then transferred to the General Fund for normal operating purposes. Below is a summary of pledged revenues:

	<u>Total Principal and Interest Outstanding</u>	<u>Current Year Principal and Interest Paid</u>	<u>Maximum Principal and Interest</u>	<u>Current Year Revenue</u>	<u>% of Revenue to Principal and Interest Paid</u>	<u>% of Revenues to Maximum Principal and Interest</u>
Pledged Revenue						
Electric utility tax	\$ 15,120,862	\$ 548,499	\$ 928,499	\$ 2,924,956	533%	315%

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM

Employees of the Town who are employed in a full-time or part-time regularly established position participate in the statewide Florida Retirement System (FRS). The FRS offers members a choice between the Pension Plan (multiple-employer, cost-sharing defined benefit plan) and the Investment Plan (defined contribution plan). All rates, benefits and amendments are established by the State of Florida through its legislative body.

The FRS has various classes of memberships. Town employees fall under four of the classes, which are as follows:

Special Risk Class – All certified law enforcement officers, certified firefighters/paramedics and certified firefighters/EMTs of the Town are covered by this class.

Senior Management Service Class – The Town Manager and certain senior management employees (department directors) are included in this class.

Regular Class – This class covers all Town employees who do not qualify for membership in the special risk or the senior management service classes.

Elected Officers' Class – Town Councilmembers are covered under this class.

Plan Description

Membership in the FRS is required for all full-time and part-time employees working in regularly established positions for state agencies, county governments, district school boards, state universities, and state community colleges; or cities, independent special districts, metropolitan planning districts, and public charter schools that make an irrevocable election to participate. Most Pension Plan members (including renewed members), and State Community College Optional Retirement Program participants may elect to participate in the FRS Investment Plan. Florida Retirement System Pension Plan members who retired and chose to participate in the Deferred Retirement Option Program (DROP) are not eligible to become members of the FRS Investment Plan.

Type of Benefit

The Florida Retirement System Pension Plan (FRS) is a cost-sharing, multiple-employer qualified defined benefit plan with a Deferred Retirement Option Program (DROP) available for eligible employees. The FRS was established and is administered in accordance with Chapter 121, Florida Statutes. Retirees receive a lifetime pension benefit with joint and survivor payment options. FRS membership is compulsory for employees filling regularly established positions in a state agency, county agency, state university, state community college, or district school board, unless restricted from FRS membership under sections 121.053 and 121.122, Florida Statutes, or allowed to participate in a nonintegrated defined contribution plan in lieu of FRS membership. Participation by municipalities, special districts, charter schools, and metropolitan planning organizations is optional. The Retiree Health Insurance Subsidy (HIS) Program is a cost-sharing, multiple-employer defined benefit pension plan established and administered in accordance with section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. For the fiscal year ended June 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month pursuant to section 112.363, Florida Statutes. To be eligible to receive a HIS benefit a retiree under one of the state administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Average Final Compensation

For members initially enrolled in the FRS before July 1, 2011, average final compensation (AFC) is the average of the five highest fiscal years of salary earned during covered employment. For members initially enrolled in the FRS on or after July 1, 2011, AFC is the average of the eight highest fiscal years of salary earned during covered employment.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Average Final Compensation (Continued)

The following chart shows the percentage value for each year of service credit earned in relation to the general classes of membership that the Town participates in:

	% Value (per year of service)
<u>Regular Class members initially enrolled before July 1, 2011</u>	
Retirement up to age 62 or up to 30 years of service	1.60%
Retirement at age 63 or with 31 years of service	1.63%
Retirement at age 64 or with 32 years of service	1.65%
Retirement at age 65 or with 33 or more years of service	1.68%
<u>Regular Class members initially enrolled on or after July 1, 2011</u>	
Retirement up to age 65 or up to 33 years of service	1.60%
Retirement at age 66 or with 34 years of service	1.63%
Retirement at age 67 or with 35 years of service	1.65%
Retirement at age 68 or with 36 or more years of service	1.68%
<u>Special Risk Class</u>	
Service from December 1, 1970 through September 30, 1974	2.00%
Service on and after October 1, 1974	3.00%
<u>Elected Officers' Class</u>	
Service as Governor, Lt. Governor, Cabinet Officer, Legislator, state attorney, public defender, elected county officer, or elected official of a city or special district that chose EOC membership for its elected officials	3.00%
<u>Senior Management Service Class</u>	2.00%

Vesting

The system provides for vesting of benefits, regardless of membership class, after six years of creditable service for members who are enrolled on or after July 1, 2001 through June 30, 2011 and eight years of creditable service for members who are enrolled on or after July 1, 2011. Vesting for the FRS Investment Plan occurs when an employee completes one year of service in the FRS Investment Plan.

Service Retirement

Normal retirement age in the regular, senior management service and elected officers' classes is 62 for members enrolled before July 1, 2011 and 65 for members enrolled on or after July 1, 2011. In the special risk service class, normal retirement age is 55 for members enrolled before July 1, 2011 and 60 for members enrolled on or after July 1, 2011. If a member is vested but has not reached normal retirement age, early retirement can be taken. The amount of the retirement benefit will be reduced 5% for each year prior to normal retirement.

Benefits are computed on the basis of age and/or years of service, average final compensation and service credit. The system also provides for death and disability benefits.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Service Retirement (Continued)

State law provides for all eligible FRS members to elect to participate in the Deferred Retirement Option Program (DROP). The DROP allows an employee to retire and defer their monthly retirement benefit to an interest bearing account, for up to a maximum of sixty months, and to continue employment with the Town. When the DROP period ends, the employee must terminate employment.

At that time, the employee will receive payment of the accumulated DROP benefits, and direct receipt, thereafter, of the FRS monthly retirement benefit.

Funding Policy

Contributions to the FRS are made by the Town as a percentage of covered payrolls. Effective July 1, 2012, state law instituted a requirement that employees in all classes make a contribution to the FRS of 3.00% of their covered payroll, in addition to the employer's contribution. The required contribution rates in effect at year end for the Town were 7.92% for regular class employees, 22.71% for senior management service class employees, 23.27% for special risk class employees, and 45.50% for elected officers' class. Additionally, the Town is required to contribute 13.26% for all DROP participants. These rates include the normal cost and unfunded actuarial liability contributions, the 1.66 percent contribution for the Retiree Health Insurance Subsidy, and the fee of 0.06 percent for administration of the FRS Investment Plan and provision of educational tools for both plans.

The contribution requirements of covered payroll and actual contributions made for fiscal year 2017 and the two preceding years were as follows:

	<u>FY 2017</u>	<u>FY 2016</u>	<u>FY 2015</u>
Contribution requirements:			
Employer	\$ 278,831	\$ 243,149	\$ 225,015
Employee	94,401	85,027	78,409
Total contribution requirements	<u>\$ 373,232</u>	<u>\$ 328,176</u>	<u>\$ 303,424</u>
Contributions made (100%)	\$ 278,831	\$ 243,149	\$ 225,015
Total covered payroll	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715
Percent of contributions to total covered payroll	7.99%	7.80%	7.62%

The FRS issues a comprehensive annual financial report including a statement of financial condition, historical and statistical information and an actuarial report. A copy can be obtained from the State of Florida, Division of Retirement at:

Department of Management Services
Division of Retirement
Research and Education Section
P.O. Box 9000
Tallahassee, FL 32315-9000
850-488-5706 or toll free at 877-377-1737
<https://www.dms.myflorida.com>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Net Pension Liability

The components of the collective net pension liability of the participating employers for each defined benefit plan for the measurement date of June 30, 2017, are shown below (in thousands):

	<u>FRS</u>	<u>HIS</u>
Total pension liability (A)	\$ 183,632,592	\$ 10,870,772
Plan fiduciary net position (B)	(154,053,263)	(178,311)
Net pension liability (A - B)	<u>\$ 29,579,329</u>	<u>\$ 10,692,461</u>
Plan fiduciary net position as a percentage of the total pension liability (B/A)	83.89%	1.64%

The total pension liability for each plan was determined by the Plans' actuary and reported in the Plans' valuations dated July 1, 2017. The fiduciary net position used by the actuary to determine the net pension liability (as shown above) was determined on the same basis used by the Plan. Each Plans' fiduciary net position is reported in the financial statements and the net pension liability is disclosed in the notes to the financial statements.

The Town reported a liability of \$3,151,852 for its proportionate share of the net pension liability. The detail of proportion shares are as follows:

FRS Pension Plan					
Employer Contribution for Pension Plan Funding <u>for Prior Period</u>	Proportion at Prior Measurement <u>Date</u>	Employer Contribution for Pension Plan Funding for Current <u>Period</u>	Proportion at Current Measurement <u>Date</u>	Employer Proportionate Share of Net Pension Liability/Asset at Prior <u>Measurement Date</u>	Employer Proportionate Share of Net Pension Liability/Asset at <u>Measurement Date</u>
\$ 159,892	0.006556569%	\$ 178,651	0.006862616%	\$ 1,655,539	\$ 2,029,917

FRS Retiree Health Insurance Subsidy (HIS) Program					
Employer Contribution for Pension Plan Funding <u>for Prior Period</u>	Proportion at Prior Measurement <u>Date</u>	Employer Contribution for Pension Plan Funding for Current <u>Period</u>	Proportion at Current Measurement <u>Date</u>	Employer Proportionate Share of Net Pension Liability/Asset at Prior <u>Measurement Date</u>	Employer Proportionate Share of Net Pension Liability/Asset at <u>Measurement Date</u>
\$ 53,206	0.010380367%	\$ 55,531	0.010492759%	\$ 1,209,789	\$ 1,121,935

Basis of Allocation

The employer's proportionate share reported in the pension allocation schedules was calculated using accrued retirement contributions for employers that were members of the FRS and HIS during fiscal years 2015/2016 and 2016/2017. Although GASB 68 encourages the use of the employers projected long-term contribution effort to the retirement plan, allocating on the basis of historical employer contributions is acceptable. The aggregate employer contribution amounts for each fiscal year agree to the employer contribution amounts reported in the system's CAFR for that fiscal year.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Basis of Allocation (Continued)

The proportion calculated based on contributions for each of the fiscal years presented in the pension allocation schedules was applied to the net pension liability and other pension amounts applicable to that fiscal year to determine each employer's proportionate share of the liability, deferred outflows of resources, deferred inflows of resources and associated pension expense. For the purposes of the pension allocation schedules, pension amounts are allocated to reporting employers. The pension amounts of participating employers whose payrolls are reported and contributions are remitted by another entity are included in the reporting employer's amounts and will be allocated to the participating employer by the reporting employer.

Actuarial Methods and Assumptions

Actuarial assumptions for both defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS Pension Plan has a valuation performed annually. The HIS Program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan covered the period from July 1, 2008 through June 30, 2013. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for this program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each of the defined benefit plans was determined by an actuarial valuation as of July 1, 2017, using the individual entry age normal actuarial cost method. Inflation increases for both plans is assumed at 2.60%. Payroll growth for both plans is assumed at 3.25%. Both the discount rate and the long-term expected rate of return used for FRS Pension Plan investments is 7.10%. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS Program uses a pay-as-you-go funding structure, a municipal bond rate of 3.58% was used to determine the total pension liability for the program. Mortality assumptions for both plans were based on the Generational RP-2000 with Projection Scale BB tables.

The following changes in actuarial assumptions occurred in 2017:

HIS: The total pension liability is calculated on a single equivalent discount rate as required by GASB Statement No. 67. The discount rate used was increased from 2.85% to 3.58% reflecting the change during the fiscal year in the Bond Buyer General Obligation 20-year Bond Municipal Bond Index.

In general, the discount rate for calculating the total pension liability under GASB 67 is equivalent to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go-basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor. The discount rates used at the two dates differ due to changes in the applicable municipal bond rate.

FRS: The discount rate and long-term expected rate of return was decreased from 7.60% to 7.10%, and the active member mortality assumption was updated. The Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed in full each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 7.10% rate of return assumption used in the June 30, 2017 calculations was deemed reasonable and appropriate by the actuary per Actuarial Standard of Practice Number 27 (ASOP 27).

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Actuarial Methods and Assumptions (Continued)

The benefits received by retirees and beneficiaries are increased by a COLA each July based on their June benefit amount (excluding the Retiree Health Insurance Subsidy benefit). For retirees who have been retired for less than 12 months on July 1, the first COLA increase is prorated. The COLA applies to all continuing monthly retirement benefits paid under the FRS Pension Plan (i.e., normal and early service retirement benefits and benefits accruing in participant accounts under the DROP, disability retirement benefits, and survivor benefits). The COLA for retirements or DROP participation effective before Aug. 1, 2011, is 3 percent per year. The COLA formula for retirees with an effective retirement date or DROP begin date on or after Aug. 1, 2011, will be the sum of the pre-July 2011 service credit divided by the total service credit at retirement multiplied by 3 percent. Each Pension Plan member with an effective retirement date of Aug. 1, 2011, or after will have an individual COLA factor for retirement. FRS Pension Plan members initially enrolled on or after July 1, 2011 will not have a COLA after retirement.

Long-Term Expected Rate of Return

To develop an analytical basis for the selection of the long-term expected rate of return assumption, in October 2017 the FRS Actuarial Assumption Conference reviewed long-term assumptions developed by capital market assumptions teams from both Milliman and Aon Hewitt Investment Consulting, investment consultants to the Florida State Board of Administration. The table below shows Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model.

Asset Class	Target Allocation *	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash equivalents	1.00%	3.00%	3.00%	1.80%
Fixed income	18.00%	4.50%	4.40%	4.20%
Global equity	53.00%	7.80%	6.60%	17.00%
Real estate (property)	10.00%	6.60%	5.90%	12.80%
Private equity	6.00%	11.50%	7.80%	30.00%
Strategic investments	12.00%	6.10%	5.60%	9.70%
Assumed inflation - mean			2.60%	1.90%

* As outlined in the Plan's investment policy.

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the collective net pension liability of the participating employers if the discount rate was 1.00% higher or 1.00% lower than the current discount rate at June 30, 2017.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Sensitivity Analysis (Continued)

	FRS		
	1%	Current	1%
	Decrease	Discount Rate	Increase
	<u>6.10%</u>	<u>7.10%</u>	<u>8.10%</u>
Total pension liability	\$ 14,246,109	\$ 12,602,000	\$ 11,237,012
Less: fiduciary net position	<u>(10,572,084)</u>	<u>(10,572,083)</u>	<u>(10,572,084)</u>
Net pension liability	<u>\$ 3,674,025</u>	<u>\$ 2,029,917</u>	<u>\$ 664,928</u>

	HIS		
	1%	Current	1%
	Decrease	Discount Rate	Increase
	<u>2.58%</u>	<u>3.58%</u>	<u>4.58%</u>
Total pension liability	\$ 1,298,985	\$ 1,140,645	\$ 1,008,754
Less: fiduciary net position	<u>(18,710)</u>	<u>(18,710)</u>	<u>(18,710)</u>
Net pension liability	<u>\$ 1,280,275</u>	<u>\$ 1,121,935</u>	<u>\$ 990,045</u>

Pension Expense and Deferred Outflows/(Inflows) of Resources

In accordance with GASB 68, paragraphs 54 and 71, changes in the net pension liability are recognized as pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current measurement period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

- Differences between expected and actual experience with regard to economic and demographic factors – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Changes of assumptions or other inputs – amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Changes in proportion and differences between contributions and proportionate share of contributions amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Differences between expected and actual earnings on pension plan investments – amortized over five years contributions to the pension plans from employers are not included in collective pension expense.

For the fiscal year ended September 30, 2017, the Town recognized pension expense of \$308,248 and \$86,765 for FRS and HIS, respectively. Additionally, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Pension Expense and Deferred Outflows/(Inflows) of Resources (Continued)

	FRS Pension		
	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
Changes in:			
Contributions, subsequent to measurement date	\$ 47,469	\$ -	\$ 47,469
Experience expected/actual	186,297	(11,245)	175,052
Assumptions/inputs	682,195	-	682,195
Projected/actual earnings	-	(50,306)	(50,306)
Changes in proportion, NPL	71,642	(118,076)	(46,434)
Total	<u>\$ 987,603</u>	<u>\$ (179,627)</u>	<u>\$ 807,976</u>

	HIS Program		
	Deferred Outflows of Resources	Deferred Inflows of Resources	Total
Changes in:			
Contributions, subsequent to measurement date	\$ 14,120	\$ -	\$ 14,120
Experience expected/actual	-	(2,336)	(2,336)
Assumptions/inputs	157,705	(97,015)	60,690
Projected/actual earnings	622	-	622
Changes in proportion, NPL	72,683	(40,259)	32,424
Total	<u>\$ 245,130</u>	<u>\$ (139,610)</u>	<u>\$ 105,520</u>

The Town contributions subsequent to the measurement date of \$47,469 and \$14,120 for FRS and HIS, respectively, are reported as deferred outflows of resources and will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2018.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension expense will be recognized as follows:

Reporting Period Ending September 30,	FRS Expense	HIS Expense
2018	\$ 78,759	\$ 19,814
2019	253,383	19,697
2020	189,190	19,640
2021	33,433	24,043
2022	148,837	18,856
Thereafter	56,905	(10,650)
Total	<u>\$ 760,507</u>	<u>\$ 91,400</u>

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 8 - FLORIDA RETIREMENT SYSTEM (Continued)

Pension Expense and Deferred Outflows/(Inflows) of Resources (Continued)

The required contribution rates in effect at year-end were:

	Employee	Employer	Total
	<u>Contribution Rate</u>	<u>Contribution Rate</u>	<u>Contribution Rate</u>
Special Risk Class	3.00%	23.27%	26.27%
Senior Management Service Class	3.00%	22.71%	25.71%
Regular Class	3.00%	7.92%	10.92%
Elected Officer's Class	3.00%	45.50%	48.50%
DROP from FRS	0.00%	13.26%	13.26%

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS

The Town offers to retiring employees a one-time opportunity to participate in the Town's employee group health and life insurance program pursuant to Section 112.0801, Florida Statutes. This required participation for retirees and their eligible dependents in the health and life insurance program and other coverage listed in the statute of the Town is at a premium cost to the retiree that is no more than the premium cost applicable to active employees. A retiring member who rejects this initial opportunity to continue to participate in the health and life insurance program will not be entitled to another opportunity to renew participation at any time in the future. The coverage provided under this program is supplemental and/or secondary to coverage under any and all other health insurance plans or programs that are provided to or carried by the retiring member from any other source. As of September 30, 2017, there was 1 participant receiving these post-employment benefits.

The Town has no formal plan and it does not issue separate financial statements for its post-employment health and life insurance benefit program.

Based on GASB issuance of Statement No. 45 which set forth the guidelines and future implementation timetable for reporting and disclosure of Other Post-Employment Benefits (OPEB), the Town had an actuary calculate future funding requirements during fiscal year 2015. The actuary's estimate, using the projected unit credit cost method, included other actuarial assumptions as classified below.

Funding Policy

The Town currently pays for post-employment healthcare and life insurance benefits program on a pay-as-you go basis. As of September 30, 2017, the Town has not established a trust fund to irrevocably segregate assets to fund the liability associated with the post-employment benefits, which would require the reporting of a trust fund in accordance with GASB requirements. The contribution requirements are provided for in the collective bargaining agreements negotiated with various unions representing the employees. The monthly health insurance contribution rate for retirees for fiscal year 2017 ranged from \$490 to \$620 for single coverage and from \$635 to \$650 for family coverage. Life insurance coverage for retiree and spouse is 100% retiree paid.

Annual OPEB Cost and Net OPEB Obligation

The Town's annual OPEB cost is calculated based on the annual required contribution (ARC) of the employer, an amount actuarially determined in accordance with the parameters of GASB Statement No. 45. The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial liability (or funding excess) over a period not to exceed thirty years. The Town's annual OPEB cost, the estimated amount contributed to the plan, and the changes in the Town's estimated net OPEB obligation for the year ended September 30, 2017 were as follows:

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

Annual OPEB Cost and Net OPEB Obligation (Continued)

Annual required contribution	\$ -
Interest on net OPEB obligation	-
Adjustment to annual required contribution	-
Annual OPEB cost	-
Estimated employer contribution	-
Change in net OPEB obligation	-
Estimated net OPEB obligation, beginning of year	15,607
Estimated net OPEB obligation, end of year	<u>\$ 15,607</u>

Funded Status and Funding Progress

The Town's annual OPEB cost, the percentage of annual OPEB cost contributed to the Plan, and the net obligation for fiscal year ended September 30, 2017 and two preceding years are presented below:

Year Ended September 30	Annual OPEB Cost	Actual Contribution	% of Estimated OPEB Cost Contributed	OPEB Obligation
2017	\$ -	\$ -	0.0%	\$ 15,607
2016	-	6,739	0.0%	15,607
2015	22,346	-	0.0%	22,346

Methods and Assumptions

Funded Status and Funding Progress

For the actuarial valuation date of October 1, 2014, the actuarial accrued liability for benefits was \$66,436, and the actuarial value of assets was \$0, resulting in an unfunded actuarial accrued liability of \$66,436. The funded ratio, which is the actuarial value of assets divided by the actuarial accrued liability, is 0%. The covered payroll (annual payroll for active participating employees) was \$3,012,100 for that period, and the ratio of the unfunded actuarial accrued liability to the covered payroll was 2.2%. The schedule of funding progress, presented as required supplementary information following the notes to the financial statements, presents multi-year trend information that shows whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits.

Actuarial Methods and Assumptions

Actuarial valuations involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Amounts determined regarding the funding status of benefits and the annual required contributions of the Town are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the type of benefits provided at the time of each valuation and the historical pattern of sharing benefit costs between the employers and plan members to that point. The actuarial calculations of the OPEB plan reflect a long-term perspective. Consistent with this perspective, actuarial valuations will use actuarial methods and assumptions that include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 9 - OTHER POST-EMPLOYMENT BENEFITS (Continued)

Actuarial Methods and Assumptions (Continued)

Following are the actuarial methods and significant actuarial assumptions used to determine the annual required contributions for the current year:

Measurement date:	October 1, 2014
Actuarial cost method:	Normal Cost Method
Amortization method:	Closed
Remaining amortization period:	30 years
Asset valuation method:	Market Value
Investment rate of return:	4.00%
Projected salary increases:	0.00%
Payroll growth rate:	0.00%
Inflation Rate:	2015 8.00%
	2019 5.00%
	2020 4.50%
Healthcare cost trend rate:	8% in fiscal year 2015, trending to 5% in 2019, then 4.5% in fiscal year 2020 and onward

NOTE 10 - COMMITMENTS AND CONTINGENCIES

Agreement with Miami-Dade County for Local Police Patrol Services

Effective November 14, 2004, the Town executed an agreement with Miami-Dade County for local police patrol services provided by the County. Consideration for the services is based utilizing the actual costs of officers and equipment. Services are due on a quarterly basis in accordance with the Town's annual budget. The last payment of the fiscal year is adjusted to actual costs for the year. Additional payments are required for optional law enforcement services. On March 4, 2014, the Town approved a new contract expiring on November 13, 2019 and retroactive to November 13, 2012. The Town paid approximately \$7,500,000 to the County for local police patrol services during the fiscal year ended September 30, 2017.

Litigation

The Town is involved in several lawsuits incidental to its operations, the outcome of which, in the opinion of management and legal counsel, should not have a material adverse effect on the financial position of the Town.

In addition, the Town could be liable for some of the former Mayor's attorney fees and costs in defending his federal criminal charges for a demanded amount of approximately \$2,510,000. The Town's legal counsel and management feels that the outcome of this case is difficult to assess due to various factors including that there are other entities involved that may share the risk of an unfavorable outcome and that some of the criminal charges brought against the former Mayor were incurred out of the scope of his duty as Mayor of the Town, and therefore, not entitled to be reimbursed. The Town's legal counsel believes that the Town, in a worst case scenario, would only be liable for a portion of the former Mayor's legal costs, since the indictment included actions in performance of duties as the attorney for another municipality and the demanded amount for reimbursement is dependent upon a court determination. The financial statements do not include any adjustments that might result from the outcome of this uncertainty. During 2017 the Town received an insurance settlement of \$500 thousand to cover various legal defense costs as related to the case.

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2017

NOTE 10 - COMMITMENTS AND CONTINGENCIES (Continued)

Grants

The Town has ongoing major initiatives partially funded by grants that are subject to compliance requirements. Grants secured during fiscal year ended September 30, 2017 as related to infrastructure improvements approximated \$3.6 million. Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies. Any disallowed claims, including amounts already collected may constitute a liability of the applicable funds. In the opinion of management, the Town has complied with grant requirements and future disallowances of grant expenditures, if any, would not have a material adverse effect on the Town's financial condition.

NOTE 11 - RISK MANAGEMENT

The Town is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions and natural disasters for which the Town carries commercial insurance. The Town also provides employee medical benefits through commercial insurance coverage. There were no reductions in insurance coverage from coverage in the prior year. Settled claims did not exceed coverage for the past three years.



**REQUIRED SUPPLEMENTARY
INFORMATION**

TOWN OF MIAMI LAKES, FLORIDA
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 6,234,000	\$ 6,234,000	\$ 6,267,177	\$ 33,177
Utility taxes	2,950,000	2,950,000	3,033,032	83,032
Franchise fees	1,200,000	1,200,000	925,699	(274,301)
Communication service tax	1,251,551	1,251,551	1,166,035	(85,516)
Other taxes	147,000	147,000	139,877	(7,123)
Licenses and permits	256,750	256,750	344,195	87,445
Intergovernmental	3,246,600	3,246,600	3,649,255	402,655
Fines and forfeitures	173,500	173,500	224,887	51,387
Service charges	145,784	145,784	183,369	37,585
Investment income	50,000	50,000	88,065	38,065
Other	21,000	55,423	557,606	502,183
Total revenues	<u>15,676,185</u>	<u>15,710,608</u>	<u>16,579,197</u>	<u>868,589</u>
Expenditures:				
General government:				
Town council	549,923	566,923	536,680	30,243
Town administration and finance	2,617,046	3,089,954	2,655,407	434,547
Legal	235,000	669,000	559,652	109,348
Total general government	<u>3,401,969</u>	<u>4,325,877</u>	<u>3,751,739</u>	<u>574,138</u>
Public safety:				
Police	7,639,682	7,615,657	7,615,623	34
Zoning	117,905	118,455	114,104	4,351
Parks and recreation	3,095,044	3,183,759	2,972,915	210,844
Public works	1,179,317	1,213,929	1,041,234	172,695
Total expenditures	<u>15,433,917</u>	<u>16,457,677</u>	<u>15,495,615</u>	<u>962,062</u>
Excess (deficiency) of revenues over (under) expenditures	242,268	(747,069)	1,083,582	1,830,651
Other financing (uses):				
Transfers in	111,416	111,416	286,522	175,106
Transfers out	<u>(353,684)</u>	<u>(2,263,870)</u>	<u>(1,577,513)</u>	<u>686,357</u>
Total other financing sources (uses)	<u>(242,268)</u>	<u>(2,152,454)</u>	<u>(1,290,991)</u>	<u>861,463</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	-	(2,899,523)	(207,409)	2,692,114
Fund balance appropriated	<u>-</u>	<u>2,899,523</u>	<u>-</u>	<u>(2,899,523)</u>
Net change in fund balance	-	-	(207,409)	(207,409)
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>4,776,477</u>	<u>4,776,477</u>
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,569,068</u>	<u>\$ 4,569,068</u>

See notes to budgetary comparison schedules

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Gas tax 6 cents	\$ 425,500	\$ 425,500	\$ 415,546	\$ (9,954)
CITT transit sales tax 20%	230,000	230,000	242,327	12,327
CITT transportation sales tax 80%	925,000	925,000	969,308	44,308
Tree program	10,000	10,000	4,117	(5,883)
Mobility	50,000	50,000	3,462	(46,538)
Developer contributions	-	-	300,000	300,000
Investment income	-	-	7,053	7,053
Other	-	-	8,060	8,060
Total revenues	<u>1,640,500</u>	<u>1,640,500</u>	<u>1,949,873</u>	<u>309,373</u>
Expenditures:				
Current:				
Tree program	28,807	28,807	27,450	1,357
Transportation	1,124,440	1,108,320	840,703	267,617
Transit	747,853	573,363	278,402	294,961
Contingency	300,000	300,000	-	300,000
Capital outlay:				
Transportation	365,000	381,120	274,501	106,619
Total expenditures	<u>2,566,100</u>	<u>2,391,610</u>	<u>1,421,056</u>	<u>970,554</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(925,600)</u>	<u>(751,110)</u>	<u>528,817</u>	<u>1,279,927</u>
Other financing sources (uses)				
Transfers in	11,416	11,416	47,891	36,475
Transfers out	<u>(726,276)</u>	<u>(900,766)</u>	<u>(668,766)</u>	<u>232,000</u>
Total other financing sources (uses)	<u>(714,860)</u>	<u>(889,350)</u>	<u>(620,875)</u>	<u>268,475</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	<u>(1,640,460)</u>	<u>(1,640,460)</u>	<u>(92,058)</u>	<u>1,548,402</u>
Fund balance appropriated	<u>1,640,460</u>	<u>1,640,460</u>	<u>-</u>	<u>(1,640,460)</u>
Net change in fund balance	-	-	(92,058)	(92,058)
Fund balance, beginning	-	-	1,571,737	1,571,737
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,479,679</u>	<u>\$ 1,479,679</u>

See notes to budgetary comparison schedules

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - BUILDING DEPARTMENT FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Permits and fees	\$ 2,645,508	\$ 2,645,508	\$ 3,117,999	\$ 472,491
Investment income	-	-	9,389	9,389
Other	-	-	84	84
Total revenues	<u>2,645,508</u>	<u>2,645,508</u>	<u>3,127,472</u>	<u>481,964</u>
Expenditures:				
Current:				
Building	1,349,799	2,598,615	1,521,179	1,077,436
Contingency	1,257,008	-	-	-
Capital outlay	2,500	6,805	6,026	779
Total expenditures	<u>2,609,307</u>	<u>2,605,420</u>	<u>1,527,205</u>	<u>1,078,215</u>
Excess (deficiency) of revenues over (under) expenditures	<u>36,201</u>	<u>40,088</u>	<u>1,600,267</u>	<u>1,560,179</u>
Other financing sources (uses)				
Transfers in	-	-	269,616	269,616
Transfers out	<u>(36,201)</u>	<u>(40,088)</u>	<u>(43,004)</u>	<u>(2,916)</u>
Total other financing sources (uses)	<u>(36,201)</u>	<u>(40,088)</u>	<u>226,612</u>	<u>266,700</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	-	-	1,826,879	1,826,879
Fund balance appropriated	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balance	-	-	1,826,879	1,826,879
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,826,879</u>	<u>\$ 1,826,879</u>

See notes to budgetary comparison schedules

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO BUDGETARY COMPARISON SCHEDULES
FISCAL YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 – BUDGETARY INFORMATION

Annual budgets are adopted for all governmental funds, except the Disaster Fund, on a basis consistent with accounting principles generally accepted in the United States. The following procedures are used to establish the budgetary data reflected in the financial statements:

- a. Prior to July 30 of each year, the Town Manager submits to the Town Council a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and means of financing such expenditures.
- b. Public hearings are held to obtain tax payers comments.
- c. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- d. The level of control at which expenditures may not exceed budget is at the departmental level. The Town Council approves these levels by passing an ordinance. Any revisions that alter the total expenditures of any appropriation center within a fund must be approved by the Town Council.

Excess of Expenditures Over Appropriations

For the year ended September 30, 2017, there were no expenditures that exceeded appropriations.

For the year ended September 30, 2017, the transfers out in the Building Department Fund exceeded appropriations by \$2,916.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF FUNDING PROGRESS AND EMPLOYER CONTRIBUTIONS
OTHER POST-EMPLOYMENT BENEFITS (OPEB)
SEPTEMBER 30, 2017
(UNAUDITED)

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded Actuarial Accrued Liability (UAAL) (b)-(a)	Funded Ratio (a)/(b)	Annual Covered Payroll (c)	UAAL as a Percentage of Covered Payroll (b-a)/(c)
10/1/2014	\$ -	\$ 66,436	\$ 66,436	0.0%	\$ 3,012,100	2.2%

Note: Schedule is intended to show information for 3 years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST 4 FISCAL YEARS*

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
The Town's proportion of the net pension liability	0.006862616%	0.006556569%	0.006230023%	0.006870141%
The Town's proportionate share of the net pension liability	\$ 2,029,916	\$ 1,655,539	\$ 804,691	\$ 419,180
The Town's covered payroll	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715	\$ 2,845,986
The Town's proportionate share of the net pension liability as a percentage of its covered payroll	58.17%	53.13%	27.26%	14.73%
Plan fiduciary net position as a percentage of the total pension liability	83.89%	84.88%	92.00%	96.09%

* The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S CONTRIBUTIONS
FLORIDA RETIREMENT SYSTEM PENSION PLAN
LAST 4 FISCAL YEARS*

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 222,786	\$ 191,426	\$ 187,579	\$ 188,515
Contributions in relation to the contractually required contribution	<u>\$ (222,786)</u>	<u>\$ (191,426)</u>	<u>\$ (187,579)</u>	<u>\$ (188,515)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
The Town's covered payroll	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715	\$ 2,845,986
Contributions as a percentage of covered payroll	6.38%	6.14%	6.35%	6.62%

* The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST 4 FISCAL YEARS*

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
The Town's proportion of the net pension liability	0.010492759%	0.010380367%	0.009449186%	0.009533181%
The Town's proportionate share of the net pension liability	\$ 1,121,934	\$ 1,209,789	\$ 963,668	\$ 891,376
The Town's covered payroll	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715	\$ 2,845,986
The Town's proportionate share of the net pension liability as a percentage of its covered payroll	32.15%	38.83%	32.65%	31.32%
Plan fiduciary net position as a percentage of the total pension liability	1.64%	0.97%	0.50%	0.99%

* The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.

TOWN OF MIAMI LAKES, FLORIDA
REQUIRED SUPPLEMENTARY INFORMATION
SCHEDULE OF THE TOWN'S CONTRIBUTIONS
HEALTH INSURANCE SUBSIDY PENSION PLAN
LAST 4 YEARS*

	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 56,045	\$ 51,723	\$ 37,192	\$ 34,152
Contributions in relation to the contractually required contribution	<u>\$ (56,045)</u>	<u>\$ (51,723)</u>	<u>\$ (37,192)</u>	<u>\$ (34,152)</u>
Contribution deficiency (excess)	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>
The Town's covered payroll	\$ 3,489,915	\$ 3,115,864	\$ 2,951,715	\$ 2,845,986
Contributions as a percentage of covered payroll	1.61%	1.66%	1.26%	1.20%

* The schedule is intended to show information for the last ten (10) fiscal years. Additional years will be displayed as they become available.



COMBINING FINANCIAL STATEMENTS



NONMAJOR GOVERNMENTAL FUNDS

Special Revenue Fund

Impact Fees Fund – This fund accounts for both parks and public safety impact fees used to fund the cost of additional capital resources required to maintain and accommodate projected population growth due to new development.

Debt Service Fund

Debt Service Fund – This fund accounts for the payment of the current year's principal and interest requirements on the Special Obligation Bond issued for the Government Center; it is funded by the Electric Utility Tax revenues.

TOWN OF MIAMI LAKES, FLORIDA
COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017

	<u>Nonmajor Governmental Funds</u>		
	<u>Impact Fees</u>	<u>Debt Service</u>	<u>Total Nonmajor Governmental Funds</u>
<u>ASSETS</u>			
Cash and cash equivalents	\$ 198,128	\$ 2,000	\$ 200,128
Accounts receivables, net	153,105	256,521	409,626
Due from other funds	-	15,734	15,734
Restricted assets:			
Cash and cash equivalents	-	213,039	213,039
Investments	-	642,655	642,655
Total assets	<u>\$ 351,233</u>	<u>\$ 1,129,949</u>	<u>\$ 1,481,182</u>
<u>LIABILITIES</u>			
Accounts payable	\$ -	\$ 15,734	\$ 15,734
Due to other funds	-	225,729	225,729
Total liabilities	<u>-</u>	<u>241,463</u>	<u>241,463</u>
<u>FUND BALANCES</u>			
Restricted for:			
Debt Service	-	888,486	888,486
Impact Fees:			
Public Safety	58,150	-	58,150
Parks	293,083	-	293,083
Total fund balances	<u>351,233</u>	<u>888,486</u>	<u>1,239,719</u>
Total liabilities and fund balances	<u>\$ 351,233</u>	<u>\$ 1,129,949</u>	<u>\$ 1,481,182</u>

TOWN OF MIAMI LAKES, FLORIDA
COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN
FUND BALANCES - NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	<u>Nonmajor Governmental Funds</u>		
	<u>Impact Fees</u>	<u>Debt Service</u>	<u>Total Nonmajor Governmental Funds</u>
Revenues:			
Utility taxes	\$ -	\$ 374,476	\$ 374,476
Impact fees:			
Public safety	182,642	-	182,642
Parks	1,018,787	-	1,018,787
Investment income	2,796	13,599	16,395
Other	-	178,728	178,728
Total revenues	<u>1,204,225</u>	<u>566,803</u>	<u>1,771,028</u>
Expenditures:			
Current:			
Public Safety	9,897	-	9,897
Transportation	-	5,100	5,100
Debt service:			
Principal	-	-	-
Interest	-	548,499	548,499
Total expenditures	<u>9,897</u>	<u>553,599</u>	<u>563,496</u>
Excess of revenues over expenditures	<u>1,194,328</u>	<u>13,204</u>	<u>1,207,532</u>
Other financing sources (uses)			
Transfers in	-	-	-
Transfers out	(881,375)	-	(881,375)
Total other financing sources (uses)	<u>(881,375)</u>	<u>-</u>	<u>(881,375)</u>
Net change in fund balances	312,953	13,204	326,157
Fund balances, beginning	<u>38,280</u>	<u>875,282</u>	<u>913,562</u>
Fund balances, ending	<u>\$ 351,233</u>	<u>\$ 888,486</u>	<u>\$ 1,239,719</u>



**SCHEDULES OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE –
BUDGET TO ACTUAL**

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - SPECIAL REVENUE FUND-IMPACT FEES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Impact Fees				
Public Safety	\$ 16,000	\$ 16,000	\$ 182,642	\$ 166,642
Parks	20,000	20,000	1,018,787	998,787
Investment income	-	-	2,796	2,796
Total revenues	<u>36,000</u>	<u>36,000</u>	<u>1,204,225</u>	<u>1,168,225</u>
Expenditures:				
Current:				
Public Safety	286,955	160,480	9,897	150,583
Parks	1,769,457	1,404,557	-	1,404,557
Capital outlay - Public Safety	-	90,000	-	90,000
Total expenditures	<u>2,056,412</u>	<u>1,655,037</u>	<u>9,897</u>	<u>1,645,140</u>
Excess (deficiency) of revenues over (under) expenditures	(2,020,412)	(1,619,037)	1,194,328	2,813,365
Other financing (uses):				
Transfers out	<u>(520,000)</u>	<u>(921,375)</u>	<u>(881,375)</u>	<u>40,000</u>
Excess (deficiency) of revenues over (under) expenditures and other financing (uses)	(2,540,412)	(2,540,412)	312,953	2,853,365
Fund balance appropriated	<u>2,540,412</u>	<u>2,540,412</u>	<u>-</u>	<u>(2,540,412)</u>
Net change in fund balance	-	-	312,953	312,953
Fund balance, beginning	-	-	38,280	38,280
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 351,233</u>	<u>\$ 351,233</u>

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - DEBT SERVICE FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Electric utility taxes	\$ 370,000	\$ 370,000	\$ 374,476	\$ 4,476
Investment income	-	-	13,599	13,599
Other	178,920	178,920	178,728	(192)
Total revenues	<u>548,920</u>	<u>548,920</u>	<u>566,803</u>	<u>17,883</u>
Expenditures:				
Current:				
Transportation	62,113	62,113	5,100	57,013
Interest	548,499	548,499	548,499	-
Total expenditures	<u>610,612</u>	<u>610,612</u>	<u>553,599</u>	<u>57,013</u>
Excess (deficiency) of revenues over (under) expenditures	(61,692)	(61,692)	13,204	74,896
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total other financing sources (uses)	-	-	-	-
Excess (deficiency) of revenues over (under) expenditures and other financing sources (uses)	(61,692)	(61,692)	13,204	74,896
Fund balance appropriated	<u>61,692</u>	<u>61,692</u>	<u>-</u>	<u>(61,692)</u>
Net change in fund balance	-	-	13,204	13,204
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>875,282</u>	<u>875,282</u>
Fund balance, ending	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 888,486</u></u>	<u><u>\$ 888,486</u></u>

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULES OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - CAPITAL PROJECT FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2017

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
Revenues:				
Gas tax 3 cents	\$ 164,080	\$ 164,080	\$ 161,504	\$ (2,576)
Intergovernmental	1,018,500	1,501,053	807,056	(693,997)
Investment income	-	-	15,992	15,992
Other	-	-	21,749	21,749
Total revenues	<u>1,182,580</u>	<u>1,665,133</u>	<u>1,006,301</u>	<u>(658,832)</u>
Expenditures:				
Current:				
Transportation / public works	-	66,379	54,632	11,747
Parks and recreation	228,588	201,452	78,768	122,684
Capital outlay:				
Drainage improvements	1,869,490	2,217,062	1,052,143	1,164,919
Transportation improvements	1,875,244	2,409,769	498,287	1,911,482
Parks and recreation	550,000	1,780,133	1,001,796	778,337
Facilities and equipment	174,765	162,165	14,280	147,885
Total expenditures	<u>4,698,087</u>	<u>6,836,960</u>	<u>2,699,906</u>	<u>4,137,054</u>
(Deficiency) of revenues (under) expenditures	(3,515,507)	(5,171,827)	(1,693,605)	3,478,222
Other financing sources (uses)				
Transfers in	1,815,243	2,564,315	2,292,315	(272,000)
Transfers out	<u>(111,416)</u>	<u>(111,416)</u>	<u>(111,416)</u>	<u>-</u>
Total other financing sources (uses)	1,703,827	2,452,899	2,180,899	(272,000)
Excess (deficiency) of revenues over (under) expenditures and other financing sources (uses)	(1,811,680)	(2,718,928)	487,294	3,206,222
Fund balance appropriated	<u>1,811,680</u>	<u>2,718,928</u>	<u>-</u>	<u>(2,718,928)</u>
Net change in fund balance	-	-	487,294	487,294
Fund balance, beginning	<u>-</u>	<u>-</u>	<u>2,617,135</u>	<u>2,617,135</u>
Fund balance, ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,104,429</u>	<u>\$ 3,104,429</u>



STATISTICAL SECTION

TOWN OF MIAMI LAKES, FLORIDA
STATISTICAL SECTION

This part of the Town of Miami Lake's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

<u>Contents</u>	<u>Page</u>
Financial Trends	62-66
<i>These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.</i>	
Revenue Capacity	67-71
<i>These schedules contain information to help the reader assess the government's most significant local revenue source, the property tax.</i>	
Debt Capacity	72-73
<i>These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.</i>	
Demographic and Economic Information	74-75
<i>These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.</i>	
Operating Information and Insurance in Force	76-79
<i>These schedules contain service and infrastructure data to help the reader understand how the information in the government's financial report relates to the services the government provides and the activities it performs.</i>	

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
NET POSITION BY COMPONENT
LAST TEN YEARS

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Governmental activities:										
Net investment in capital assets	\$ 14,112,595	\$ 16,263,340	\$ 16,025,495	\$ 18,197,702	\$ 20,557,318	\$ 21,814,437	\$ 22,471,538	\$ 23,189,174	\$ 24,384,954	\$ 25,025,518
Restricted	2,078,865	1,218,698	2,776,914	8,041,104	6,588,938	5,021,979	4,750,852	5,374,581	4,316,340	6,815,901
Unrestricted	5,251,427	8,159,280	9,644,228	6,230,900	5,883,351	6,797,024	7,228,689	3,794,639	3,497,638	2,929,081
Total governmental activities net position	\$ 21,442,887	\$ 25,641,318	\$ 28,446,637	\$ 32,469,706	\$ 33,029,607	\$ 33,633,440	\$ 34,451,079	\$ 32,358,394	\$ 32,198,932	\$ 34,770,500
Business-type activities:										
Net investment in capital assets	\$ 3,644,830	\$ 4,195,548	\$ 4,167,647	\$ 4,086,787	\$ 4,734,099	\$ 6,486,581	\$ 7,092,272	\$ 7,641,072	\$ 8,865,688	\$ 9,743,318
Restricted	-	-	-	-	-	-	-	-	-	-
Unrestricted	1,343,801	1,574,095	1,998,079	899,610	410,351	380,542	648,868	221,981	571,384	420,691
Total business-type activities net position	\$ 4,988,631	\$ 5,769,643	\$ 6,165,726	\$ 4,986,397	\$ 5,144,450	\$ 6,867,123	\$ 7,741,140	\$ 7,863,053	\$ 9,437,072	\$ 10,164,009
Primary government										
Net investment in capital assets	\$ 17,757,425	\$ 20,458,888	\$ 20,193,142	\$ 22,284,489	\$ 25,291,417	\$ 28,301,018	\$ 29,563,810	\$ 30,830,246	\$ 33,250,642	\$ 34,768,836
Restricted	2,078,865	1,218,698	2,776,914	8,041,104	6,588,938	5,021,979	4,750,852	5,374,581	4,316,340	6,815,901
Unrestricted	6,595,228	9,733,375	11,692,307	7,130,510	6,293,702	7,177,566	7,877,557	4,016,620	4,069,022	3,349,772
Total primary government net position	\$ 26,431,518	\$ 31,410,961	\$ 34,662,363	\$ 37,456,103	\$ 38,174,057	\$ 40,500,563	\$ 42,192,219	\$ 40,221,447	\$ 41,636,004	\$ 44,934,509

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
CHANGES IN NET POSITION
LAST TEN YEARS

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Expenses										
Governmental activities:										
General government	\$ 3,139,386	\$ 3,020,796	\$ 2,648,569	\$ 4,006,694	\$ 3,241,018	\$ 3,505,665	\$ 3,359,809	\$ 4,504,066	\$ 5,466,296	\$ 5,918,945
Public safety	7,004,847	6,619,819	6,654,020	6,566,778	6,234,271	6,287,319	6,365,715	7,972,810	8,014,737	9,640,653
Parks and recreation	2,709,057	2,571,167	3,019,126	2,667,382	2,798,627	2,703,496	3,051,793	3,306,152	3,481,695	4,772,220
Public works	2,829,430	2,178,162	1,288,942	1,746,804	2,353,479	2,831,483	2,527,545	2,691,114	2,631,509	2,624,862
Comprehensive planning	1,702,826	1,808,535	1,634,827	1,452,701	1,636,965	1,622,645	1,679,697	-	-	-
Physical Environment	-	-	-	-	-	-	-	4,307	-	-
Interest Expense	11,397	19,456	14,971	260,156	561,402	528,383	603,123	600,247	654,998	596,942
Non-departmental	-	-	-	-	-	-	-	-	-	-
Total governmental activities expenses	17,396,943	16,217,935	15,260,455	16,700,515	16,825,762	17,478,991	17,587,682	19,078,696	20,249,235	23,553,622
Business-type activities:										
Stormwater utilities	647,440	893,472	686,953	630,757	892,995	877,397	783,596	1,033,870	818,380	937,656
Total business-type activities expenses	647,440	893,472	686,953	630,757	892,995	877,397	783,596	1,033,870	818,380	937,656
Total primary government expenses	18,044,383	17,111,407	15,947,408	17,331,272	17,718,757	18,356,388	18,371,278	20,112,566	21,067,615	24,491,278
Program Revenues										
Governmental activities:										
Charges for services:										
General Government	871,832	158,677	20,252	109,411	229,955	181,927	251,688	926,044	13,079	14,004
Public Safety	373,576	305,409	257,927	277,300	215,183	324,720	536,168	318,413	2,046,763	3,869,723
Parks and recreation	1,010	-	-	-	7,085	11,705	43,139	85,024	131,628	1,146,389
Public works	-	-	-	-	-	-	-	304,848	719,774	49,342
Comprehensive Planning	1,011,605	811,904	1,098,041	1,063,299	1,064,408	1,003,083	1,197,885	-	-	-
Operating Grants and contributions	15,363	1,274,011	205,390	655,345	564,774	178,071	3,392	70,759	2,075,665	2,816,820
Capital grants and contributions	620,692	1,298,299	312,500	2,023,000	-	1,978,459	36,655	259,538	442,691	50,348
Total governmental activities program revenues	2,894,078	3,848,300	1,894,110	4,128,355	2,081,405	3,677,965	2,068,927	1,964,626	5,429,600	7,946,626
Business-type activities:										
Charges for services										
Stormwater Utility	990,651	992,577	983,278	1,011,821	978,961	970,188	850,864	942,089	953,982	1,034,314
Operating Grants and contributions	-	-	-	-	-	-	-	-	-	1,052,142
Total business-type activities program revenues	990,651	992,577	983,278	1,011,821	978,961	970,188	850,864	942,089	953,982	2,086,456
Total primary government program revenues	\$ 3,884,729	\$ 4,840,877	\$ 2,877,388	\$ 5,140,176	\$ 3,060,366	\$ 4,648,153	\$ 2,919,791	\$ 2,906,715	\$ 6,383,582	\$ 10,033,082

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
CHANGES IN NET POSITION (CONTINUED)
LAST TEN YEARS

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Net (Expense) Revenue										
Governmental activities	\$ (14,502,865)	\$ (12,369,635)	\$ (13,366,344)	\$ (12,572,160)	\$ (14,744,356)	\$ (13,801,027)	\$ (15,518,755)	\$ (17,114,070)	\$ (14,819,635)	\$ (15,606,996)
Business-type activities	343,211	99,105	296,325	381,064	85,966	92,791	67,268	(91,781)	135,602	1,148,800
Total primary government net expense	(14,159,654)	(12,270,530)	(13,070,019)	(12,191,096)	(14,658,390)	(13,708,236)	(15,451,487)	(17,205,851)	(14,684,033)	(14,458,196)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Taxes:										
Property taxes	7,427,746	7,433,753	6,572,134	5,660,784	5,441,776	5,432,333	5,525,235	5,784,851	5,967,817	6,267,177
Utility service taxes	2,533,824	2,560,676	2,730,389	2,802,104	2,845,651	3,016,183	3,254,550	3,230,117	3,297,894	3,407,508
Communication services tax	1,491,360	1,776,558	1,560,902	1,422,508	1,348,756	1,366,853	1,937,765	1,377,736	1,245,617	1,166,035
Franchise taxes	2,001,376	1,967,915	2,008,171	1,444,179	1,673,746	1,550,625	1,147,889	1,160,066	1,179,362	925,699
Other taxes								713,520	702,897	716,927
Intergovernmental not restricted to specific programs	3,806,793	3,402,916	3,330,153	3,595,274	4,167,906	4,565,197	4,596,066	4,202,536	4,307,731	4,323,130
Investment and miscellaneous income	250,310	82,981	106,006	54,466	80,198	103,153	99,441	83,792	77,678	136,894
Gain (loss) on disposal	-	-	-	-	-	-	-	-	(17,084)	-
Special Items/Other income	-	-	-	-	-	-	797,614	264,769	272,221	766,227
Transfers	(1,111,880)	(656,733)	(86,092)	1,565,914	(70,776)	(1,629,485)	(804,131)	(251,946)	(1,267,755)	468,967
Total governmental activities	16,399,529	16,568,066	16,221,663	16,545,229	15,487,257	14,404,859	16,554,429	16,565,441	15,766,378	18,178,564
Business-type activities:										
General Revenues										
Investment income	10,622	25,174	13,666	5,521	1,311	397	2,618	32,138	39,094	47,104
Capital Contributions	-	-	-	-	-	-	-	-	-	-
Investment and miscellaneous income						1,629,485	-	-	-	-
Transfers	1,111,880	656,733	86,092	(1,565,914)	70,776	-	804,131	251,946	1,267,755	(468,967)
Total business-type activities	1,122,502	681,907	99,758	(1,560,393)	72,087	1,629,882	806,749	284,084	1,306,849	(421,863)
Total primary government	17,522,031	17,249,973	16,321,421	14,984,836	15,559,344	16,034,741	17,361,178	16,849,525	17,073,227	17,756,701
Change in Net Position										
Governmental activities	1,896,664	4,198,431	2,855,319	3,973,069	742,901	603,832	1,035,674	(548,629)	946,743	2,571,568
Business-type activities	1,465,713	781,012	396,083	(1,179,329)	158,053	1,722,673	874,017	192,303	1,442,451	726,937
Total primary government	\$ 3,362,377	\$ 4,979,443	\$ 3,251,402	\$ 2,793,740	\$ 900,954	\$ 2,326,505	\$ 1,909,691	\$ (356,326)	\$ 2,389,194	\$ 3,298,505

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN YEARS

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
General Fund										
Non Spendable	\$ -	\$ -	\$ -	\$ -	\$ 27,798	\$ 95,039	\$ 118,803	\$ 153,892	\$ 222,531	\$ 220,012
Restricted	1,883,267	31,361	549,214	28,283	33,735	-	-	-	-	-
Unassigned	3,456,720	8,225,450	9,259,782	8,361,930	3,936,392	4,088,844	4,776,905	4,412,605	4,553,946	4,349,056
Total General Fund	\$ 5,339,987	\$ 8,256,811	\$ 9,808,996	\$ 8,390,213	\$ 3,997,925	\$ 4,183,883	\$ 4,895,708	\$ 4,566,497	\$ 4,776,477	\$ 4,569,068
All Other Governmental Funds										
Non Spendable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,452	\$ 25,862	\$ 24,781	\$ -	\$ 430
Restricted, reported in:										
Special Revenue Fund	-	-	-	1,087,962	1,011,206	3,630,535	727,446	914,553	1,571,737	1,481,522
Capital Projects Fund	-	-	-	2,358,772	2,535,947	-	2,942,843	3,553,535	1,831,041	2,267,781
Town Government Center	-	-	-	3,665,450	2,131,416	1,296,471	-	-	-	-
Roadway Improvement	-	-	-	-	-	8,700	8,700	-	-	-
Debt Service Fund	-	-	-	900,637	876,634	909,899	1,071,863	906,493	875,282	888,486
Impact Fee Fund (Public Safety & Parks)	-	-	-	-	-	-	-	-	38,280	351,233
Building Dept. Fund	-	-	-	-	-	-	-	-	-	1,826,879
Assigned, reported in:										
Special Revenue funds	573,707	773,156	1,024,130	-	-	-	-	-	-	-
Capital Projects fund	1,505,158	414,182	1,728,570	2,322,592	5,392,655	3,974,673	3,566,111	1,961,499	786,094	836,648
Unassigned	-	-	-	-	-	-	-	-	-	(2,273)
Total all other governmental funds	\$ 2,078,865	\$ 1,187,338	\$ 2,752,700	\$ 10,335,413	\$ 11,947,858	\$ 9,853,730	\$ 8,342,825	\$ 7,360,861	\$ 5,102,434	\$ 7,650,706

TOWN OF MIAMI LAKES, FLORIDA
FINANCIAL TRENDS
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS
LAST TEN FISCAL YEARS

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Revenues										
Ad valorem taxes	\$ 7,427,746	\$ 7,433,753	\$ 6,572,134	5,660,784	\$ 5,441,776	\$ 5,432,333	\$ 5,525,235	\$ 5,784,851	\$ 5,967,817	\$ 6,267,177
Utility taxes	2,533,824	2,560,676	2,730,389	2,802,104	2,845,651	3,016,184	3,254,550	3,230,117	3,297,894	3,407,508
Franchise fees	2,001,376	1,967,915	2,008,171	1,444,179	1,673,746	1,550,625	1,147,889	1,160,066	1,179,362	925,699
Communication service tax	1,491,360	1,776,558	1,560,902	1,422,508	1,348,756	1,366,853	1,937,765	1,377,736	1,245,617	1,166,035
Licenses and permits	1,011,605	811,904	1,098,041	1,063,299	1,064,408	1,003,083	1,197,885	1,188,917	2,385,033	3,469,773
Intergovernmental	4,646,217	5,975,226	3,848,044	4,334,874	4,924,656	6,905,351	4,813,430	4,532,833	4,797,353	6,890,298
Impact Fees	685,185	-	-	-	-	-	-	-	70,092	1,201,429
Fines and forfeitures	373,576	305,395	257,927	277,300	215,183	324,720	536,168	312,466	274,594	224,887
Service Charges	-	-	-	-	-	-	-	-	-	183,369
Others	201,914	162,945	61,702	32,988	58,545	10,008	915,125	1,111,235	1,156,643	1,483,154
Investment Income	236,054	78,727	64,557	46,636	66,720	103,150	99,441	83,792	77,678	136,894
Developers Contributions	-	-	-	-	-	-	-	-	2,028,734	300,000
Total Revenue	20,608,857	21,073,099	18,201,867	17,084,672	17,639,441	19,712,307	19,427,488	18,782,013	22,480,817	25,656,223
Expenditures										
General government:										
Town Council	257,576	206,114	191,879	805,975	404,915	427,733	354,820	628,992	516,371	536,680
Town Administration and finance	2,386,610	2,207,613	2,003,924	2,483,915	2,420,844	2,367,698	2,212,155	2,645,746	3,775,637	4,272,614
Legal	481,727	669,680	469,724	475,202	458,525	292,506	268,987	639,785	410,545	559,652
Total general government	3,125,913	3,083,407	2,665,527	3,765,092	3,284,284	3,087,937	2,835,962	3,914,523	4,702,553	5,368,946
Public safety	6,698,208	6,534,646	6,554,129	6,558,600	6,234,271	6,306,601	6,350,819	7,973,823	7,917,265	8,092,524
Parks and recreation	2,488,718	2,320,385	2,272,225	2,194,546	2,248,811	2,183,242	2,495,685	2,721,909	2,826,779	4,140,497
Public works/Transportation	2,593,852	1,958,909	1,170,545	1,469,459	2,018,943	2,485,634	2,175,948	2,345,948	2,255,619	2,254,540
Comprehensive planning	1,697,387	1,802,792	1,619,772	1,456,088	1,439,318	1,635,458	1,679,697	-	-	-
Debt service:										
Principal	57,348	119,238	123,724	128,379	201,663	-	100,000	105,000	1,750,050	104,980
Interest	11,397	19,456	14,971	251,046	551,948	549,039	599,573	600,247	654,998	596,942
Cost of Issuance	-	-	-	-	-	53,650	-	-	-	-
Non departmental	-	-	-	242,260	-	-	-	2,406	-	-
Capital Outlay	3,088,299	3,208,969	663,427	3,743,887	5,140,046	7,442,013	3,988,884	3,355,986	4,483,437	2,899,836
Total expenditures	19,761,122	19,047,802	15,084,320	19,809,357	21,119,284	23,743,574	20,226,568	21,019,842	24,590,701	23,458,265
Other Financing Sources(Uses)										
Proceeds from debt issuance	319,746	-	-	7,329,999	-	1,855,000	-	-	-	-
Discount on debt issued	-	-	-	(41,384)	-	-	-	-	-	-
Transfer in	184,500	-	853,158	3,025,816	4,826,300	1,277,865	1,768,223	1,974,371	2,684,153	3,424,979
Transfer out	(184,500)	-	(853,158)	(1,425,816)	(4,126,300)	(1,009,768)	(1,768,223)	(1,474,371)	(2,684,153)	(3,282,074)
Total other financing sources (uses)	319,746	-	-	8,888,615	700,000	2,123,097	-	500,000	-	142,905
Net change in fund balance	\$ 1,167,481	\$ 2,025,297	\$ 3,117,547	\$ 6,163,930	\$ (2,779,843)	\$ (1,908,170)	\$ (799,080)	\$ (1,737,829)	\$ (2,109,884)	\$ 2,340,863
Ratio of total debt service to noncapital expenditures	0.41%	0.88%	0.96%	2.36%	4.72%	3.37%	4.31%	3.99%	11.96%	3.41%

Note: In fiscal year 2006, the increase in public work expenditures and intergovernmental revenues were brought about by the recovery costs and reimbursements from FEMA from Hurricane Katrina and Wilma.

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
GOVERNMENTAL ACTIVITIES TAX REVENUES BY SOURCE
LAST TEN YEARS
(IN THOUSANDS)

Fiscal year	Property Tax	Utility Service Tax	Communication Service Tax	Franchise fees	Total
2008	7,428	2,534	1,491	2,001	13,454
2009	7,434	2,561	1,777	1,968	13,740
2010	6,572	2,730	1,561	2,008	12,871
2011	5,661	2,802	1,423	1,444	11,330
2012	5,442	2,846	1,349	1,674	11,311
2013	5,432	3,016	1,367	1,551	11,366
2014	5,525	3,255	1,938	1,148	11,866
2015	5,785	3,230	1,378	1,160	11,553
2016	5,968	3,297	1,246	1,179	11,690
2017	6,267	3,407	1,166	926	11,766

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY
LAST TEN YEARS
(IN THOUSANDS)

Calendar Year Ended December 31,	Real Property				Billions	Exemptions (a)				
	Residential Property	Commercial/ Industrial Property	Government/ Institutional Property	Personal Property	Total Actual & Just Value of Taxable Property	Real Property - Amendment 10 Excluded Value (b)	Real Property - Other Exemptions	Personal Property	Total Taxable Assessed Value	Total Direct Tax Rate
2008	3,289,648	1,226,570	279,681	206,157	5,002,056	1,186,156	743,956	22,106	3,049,838	2.4800
2009	2,514,939	1,137,015	258,583	210,860	4,121,397	710,177	623,209	20,938	2,767,073	2.4470
2010	1,938,070	1,004,656	254,679	200,606	3,398,011	226,222	699,371	20,921	2,451,497	2.3702
2011	1,903,646	1,032,709	258,263	194,083	3,388,701	209,587	690,396	19,733	2,468,985	2.3518
2012	1,874,949	1,042,206	256,502	191,859	3,365,516	167,191	511,365	14,560	2,672,400	2.3518
2013	1,907,261	1,042,902	250,187	201,117	3,401,467	282,618	604,260	17,619	2,496,970	2.3518
2014	2,137,641	1,058,802	267,240	185,585	3,649,268	454,180	602,557	18,893	2,573,638	2.3518
2015	2,388,913	1,058,745	271,135	180,874	3,899,667	628,869	611,211	18,311	2,641,276	2.3518
2016	2,577,848	1,110,765	299,061	190,323	4,177,997	749,453	630,582	18,649	2,779,313	2.3353
* 2017	2,703,735	1,251,869	314,929	179,757	4,450,290	N/A	N/A	N/A	3,017,332	2.3353

NOTES:

* 2017 - Based on preliminary values as final values are NOT yet available.

** Property in the Town is reassessed each year. Property is assessed at actual market value. Tax rates are per \$1,000 of assessed value.

*** Source: Miami-Dade County Property Appraiser

**** N/A - Information not available as of the issuance of this report

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS
LAST TEN YEARS
(PER \$1,000 OF ASSESSED VALUE)

	<u>Direct Rate</u>	<u>Overlapping Rates:</u> <u>Miami-Dade County</u>						<u>State Rates</u> South Florida			
	Town of Miami Lakes Operating	Miami-Dade Countywide Operating	Miami-Dade Fire & Rescue Service District	Miami-Dade School Board	Public Library	County Debt Service	Children's Trust	Water Management District	Environmental Projects	Florida Inland Navigation District	Total Direct & Overlapping Rates
Fiscal Year	Millage	Operating	District	School Board	Library	Service	Trust	District	Projects	District	Rates
2008	2.4800	4.5760	2.2487	7.9480	0.3842	0.2850	0.4223	0.5346	0.0894	0.0345	19.0027
2009	2.4800	4.8379	2.2271	7.7970	0.3822	0.2850	0.4212	0.5346	0.0894	0.0345	19.0889
2010	2.4470	4.8379	2.2271	7.9950	0.3822	0.2850	0.5000	0.5346	0.0894	0.0345	19.3327
2011	2.3702	5.4275	2.5953	8.2490	0.3500	0.4450	0.5000	0.5346	0.0894	0.0345	20.5955
2012	2.3518	4.7035	2.4627	7.7650	0.1725	0.5180	0.5000	0.3676	0.0613	0.0345	18.9369
2013	2.3518	4.7035	2.4623	7.6440	0.1725	0.7550	0.5000	0.3523	0.0587	0.0345	19.0346
2014	2.3518	4.7035	2.4496	7.9770	0.1725	0.4220	0.5000	0.3583	0.0587	0.0345	19.0279
2015	2.3518	4.6669	2.4207	7.9740	0.2840	0.4500	0.5000	0.1577	0.0548	0.0345	18.8944
2016	2.3353	4.6669	2.4207	7.1380	0.2840	0.4000	0.5000	0.1359	0.0471	0.0320	17.9599
2017	2.3353	4.6669	2.4207	6.7740	0.2840	0.4000	0.4673	0.1275	0.0441	0.0320	17.5518

Source: Miami-Dade County, Finance Department, Tax Collector's Division.

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
PRINCIPAL PROPERTY TAX PAYERS
CURRENT YEAR AND NINE YEARS AGO
(IN THOUSANDS)

	2017			2008		
<u>Taxpayer</u>	Taxable Assessed Value	Rank	Percentage of Total Town Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Town Taxable Assessed Value
The Graham Companies	\$ 365,314	1	12.11%	\$ 308,494	1	11.10%
Sengra Corporation	119,134	2	3.95%	121,252	2	4.36%
Florida Power & Light	26,165	3	0.87%	19,919	9	0.72%
Royal Oaks Plaza, Inc.	20,400	4	0.68%	20,902	8	0.75%
Cordis Corporation	18,751	5	0.62%	58,290	3	2.10%
Caterpillar Tractor Co.	17,360	6	0.58%	24,202	5	0.87%
Miami Lakes Country Club, Inc.	17,024	7	0.56%	23,654	6	0.85%
Costco Wholesale Corp	14,563	8	0.48%			
TGC Industrial LLC	13,277	9	0.44%			
Heartware, Inc.	12,902	10	0.43%			
Cap East Associates				32,210	4	1.16%
Lowell S Dunn				22,309	7	0.80%
First States Investment 5000A LLC				19,103	10	0.69%
Total	624,890		20.71%	650,335		23.40%
Total Taxable Assessed Value (in thousands)	\$ 3,017,332			\$ 2,779,313		

Source: Miami-Dade County Property Appraiser

TOWN OF MIAMI LAKES, FLORIDA
REVENUE CAPACITY
PROPERTY TAX LEVIES AND COLLECTIONS
LAST TEN FISCAL YEARAS
(IN THOUSANDS)

Fiscal Year ended September 30,	Taxes Levied for the Fiscal Year	Collected within the Fiscal Year of the Levy		Collections in Subsequent Years	Total Collections To Date	
		Net Amount Levied	Percentage of Levy		Amount	Percentage of Levy
2008	7,840	7,348	93.72%	80	7,428	94.74%
2009	7,840	7,384	94.19%	50	7,434	94.82%
2010	6,771	6,414	94.73%	56	6,470	95.55%
2011	6,060	5,757	95.00%	51	5,808	95.84%
2012	5,807	5,258	90.55%	n/a	n/a	n/a
2013	5,517	4,785	86.73%	473	5,258	95.31%
2014	5,904	5,525	93.58%	n/a	n/a	n/a
2015	6,056	5,785	95.53%	85	5,870	96.93%
2016	6,329	5,872	92.78%	95	5,967	94.28%
2017	6,277	6,164	98.20%	103	6,267	99.84%

Source: Miami-Dade County Property Tax Collector

TOWN OF MIAMI LAKES, FLORIDA
DEBT CAPACITY
OUTSTANDING DEBT BY TYPE
LAST TEN FISCAL YEARS

Fiscal Year	Government Activities					Business-Type Activities					Debt Coverage				
	Government Activities	Special Obligation	Roadway Improvement	Quality Neighborhood		Stormwater		Total Primary		Per Capita	Percentage of			Pledged	
	Notes Payable	Bonds Payable, Series 2010	Obligation Loan Payable	Program (QNIP) Roadway		Utility Revenue Bonds	Other Obligations	Government	Population	Personal Income	Personal Income	Debt	Per Capita	Revenue	Coverage
2008	\$ 661,564	\$ -	\$ -	\$ -		\$ -	\$ -	\$ 661,564	27,031	32,676	0.07%	24.47		(1)	
2009	519,937	-	-	-		-	-	519,937	26,694	30,178	0.06%	19.48		(1)	
2010	330,042	-	-	-		-	-	330,042	29,361	32,000	0.04%	11.24		(1)	
2011	201,663	7,289,652	-	-		-	-	7,491,315	29,369	29,670	0.86%	255.08	2,439,328	4.45	
2012	-	7,291,032	-	-		-	-	7,291,032	30,057	28,756	0.84%	242.57	2,502,818	4.56	
2013	-	7,292,412	1,855,000	-		-	-	9,147,412	30,396	28,410	1.06%	300.94	2,670,036	4.87	
2014	-	7,293,792	1,755,000	-		-	-	9,048,792	30,161	27,042	1.11%	300.02	2,849,187	5.19	
2015	-	7,295,172	1,650,000	-		-	-	8,945,172	30,791	28,006	1.04%	290.51	2,805,937	5.12	
2016	-	7,296,552	-	1,006,155		449,760	-	8,752,467	30,456	28,888	0.99%	287.38	2,833,279	5.17	
2017	-	7,297,932	-	901,175		403,886	130,662	8,733,655	30,873	31,020	0.91%	282.89	2,924,957	5.33	

Note: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.

The Series 2010 Electric Utility Tax Revenue Bonds provided that pledged revenue shall be adequate to cover at least 125% of the next succeeding year Annual Debt Service Requirement for all bonds outstanding.

	Next Succeeding Year				
	Utility Services Tax	Principal	Interest	Total Debt Service Requirements	Coverage
2012	2,502,818	-	548,499	548,499	456%
2013	2,670,036	-	548,499	548,499	550%
2014	2,849,187	-	548,499	548,499	519%
2015	2,805,937	-	548,499	548,499	512%
2016	2,833,279	-	548,499	548,499	517%
2017	2,924,957	-	548,499	548,499	533%

Legend: (1) No outstanding bonds prior to fiscal year 2011.

TOWN OF MIAMI LAKES, FLORIDA
DEBT CAPACITY
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
SEPTEMBER 30, 2017

<u>Jurisdiction</u>	<u>Net Debt Outstanding</u>	<u>% of Debt Applied to Miami Lakes (1)</u>	<u>Amount of Debt Applied to Miami Lakes</u>
Miami-Dade County Schools (2)	\$ 982,581,000	1.11%	\$ 10,882,630
Miami-Dade County (3)	1,597,781,000	1.11%	17,696,312
Sub-total overlapping debt	<u>2,580,362,000</u>		<u>28,578,942</u>
Town of Miami Lakes direct debt	8,231,175	100.00%	8,231,175
Total direct and overlapping debt	<u><u>\$ 2,588,593,175</u></u>		<u><u>\$ 36,810,117</u></u>

Sources:

- (1) The percentage of overlapping debt applicable is estimated using taxable property values. Applicable percentages were estimated by determining the portion of the County's taxable property value that is within the Town's boundaries and dividing it by the County's total taxable property value.
- (2) Based on Miami-Dade County percentage of County's taxable property.
- (3) Miami-Dade County, Finance Department (General Obligation Bonds)

TOWN OF MIAMI LAKES, FLORIDA
DEMOGRAPHIC AND ECONOMIC INFORMATION
DEMOGRAPHIC AND ECONOMIC STATISTICS
LAST TEN CALENDAR YEARS

Calendar Year	Population	Median Household Income (\$)	Total Personal Income (in 000's)	Unemployment Rate	Per Capita Personal Income	Median Age	School Enrollment
2008	27,031	n/a	883,265	2.80%	32,676	38	n/a
2009	26,694	67,800	805,572	4.40%	30,178	39	6,800
2010	29,361	62,034	852,614	7.00%	29,039	38	7,557
2011	29,369	63,794	871,378	5.70%	29,670	38	8,005
2012	30,057	(1)	(1)	9.10%	(1)	(1)	7823
2013	30,396	64,497	863,550	7.00%	28,410	38	7973
2014	30,161	63,754	815,614	7.40%	27,042	39	7668
2015	30,791	65,269	862,333	5.70%	28,006	39	7,774
2016	30,456	66,601	879,813	5.10%	28,888	39	8,082
2017	30,873	72,225	957,680	3.90%	31,020	38	8,077

Sources:

Per Capita and Median Household Income information provided by U.S. Bureau of the Census.

School enrollment data provided by U.S. Census Bureau for 2000, 2005-2009, and 2008-2011 American Community Survey Estimates.

Unemployment rate data provided by the U.S. Bureau of the Census or derived from Local Area Unemployment Statistics.

Population information provided by the U.S. Bureau of the Census (2000 and 2011) or Florida's Bureau

Economic and Business Research (BEBR).

Note:

(1) Information unavailable

TOWN OF MIAMI LAKES, FLORIDA
DEMOGRAPHIC AND ECONOMIC INFORMATION
PRINCIPAL EMPLOYERS
CURRENT AND TEN YEARS AGO

Employer	2017			2008		
	Employees	Rank	Percentage of Total Town Employment	Employees	Rank	Percentage of Total Town Employment
BANK UNITED	800	1	3.74%	(a)		-
INKTEL HOLDINGS CORP	788	2	3.69%	(a)		-
CORDIS CORP	505	3	2.36%	(a)		-
KELLSTROM MATERIALS	396	4	1.85%	(a)		-
GRAHAM COMPANIES (ML)	369	5	1.73%	(a)		-
NUTRI-FORCE NUTRITION	300	6	1.40%	(a)		-
CATERPILLAR LOGISTICS SERVICES, INC.	220	7	1.03%	(a)		-
NATIONAL MOLDING, LLC	205	8	0.96%	(a)		-
WALGREENS #1219-2	202	9	0.95%	(a)		-
PUBLIX SUPER MARKETS #1129	201	10	0.94%	(a)		-
	3,986		18.65%			
Total Employed	21,373	(1)		17,488	(2)	

Note (1) U.S. Census Bureau, Selected Economic Characteristics 2008-2011 American Community Survey

Note (2) U.S. Census Bureau - Census 2000 Summary

Note (a) Information unavailable

TOWN OF MIAMI LAKES, FLORIDA
 OPERATING INFORMATION
 FULL-TIME EQUIVALENT TOWN EMPLOYEES BY FUNCTION/PROGRAM
 LAST TEN FISCAL YEARS

Function/Program	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Town Clerk's Office	3	3	4	5	4	1	1	1	1	1
Town Administration	10	12	11	8	12	14	12	14	17	12
Building Department	5	6	6	4	12	19	12	9	10	10
Planning, Code Compliance and Development	4	3	5	5	5	5	4	4	8	3
Parks and Recreation	7	7	8	7	16	26	13	8	8	11
Public Works & Transit	2	1	1	2	6	7	6	4	4	6
Total	31	32	35	31	55	72	48	40	48	43

Source: Town of Miami Lakes, Florida Adopted Budget (various years).

TOWN OF MIAMI LAKES, FLORIDA
OPERATING INFORMATION
OPERATING INDICATORS BY FUNCTION / PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<u>General Government</u>										
Building permits issued	744	556	519	673	699	749	948	799	909	4,622
Business Tax Receipts	n/a	n/a	1,193	1,171	1,250	973	1,394	1,541	1,483	1,422
<u>Police</u>										
Physical arrests	485	529	407	362	332	357	273	166	148	177
<u>Culture and Recreation</u>										
Summer camp participants - per week	n/a	133	208	215	150	20	100	100	135	135
Community programs - per year	66	68	106	146	93	91	83	47	51	73
Special events - per year	52	63	n/a	n/a	47	48	75	65	65	97
<u>Stormwater Utility</u>										
Stormwater system linear feet cleaned	36,945	77,371	36,602	43,905	24,500	34,180	26,617	25,383	28,602	32,312
Number of Stormwater drains cleaned	150	483	266	676	185	516	380	328	429	536
<u>Public Works</u>										
Road miles (maintained)	77	77	77	60	60	60	60	60	77	77
Street lights (maintained)	2,943	2,943	2,943	540	801	1,032	491	485	915	915

Sources: Various Town departments and Miami-Dade County Police Department

Notes: n/a indicates information for those years is not available

TOWN OF MIAMI LAKES, FLORIDA
OPERATING INFORMATION
CAPITAL ASSET STATISTICS BY FUNCTION / PROGRAM
LAST TEN FISCAL YEARS

	Fiscal Year									
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<u>Police (4)</u>										
Police Personnel	52	50	50	49	49	49	49	46	49	46
<u>Culture and Recreation (3)</u>										
Number of parks	99	99	99	99	99	101	101	101	101	102
Park acreage	117.8	117.8	118.3	118.3	118.3	127.17	127.17	127.17	127.17	127.24
Community center	2	2	3	3	3	3	3	3	3	4
<u>Stormwater Drainage (1)</u>										
Stormwater system - linear feet	82,394	82,394	82,394	86,087	88,894	88,894	90,824	90,824	98,835	98,914
Stormwater drains - catchbasins & manholes	1460	1460	1,460	1,464	1,560	1,324	1,335	1,335	1,376	1,377
<u>Public Works (2)</u>										
Road miles	77	77	77	77	77	77	77	77	77	77
Street lights	2,943	2,943	2,943	2,890	2,084	2,975	2,362	2,362	2,047	2,047

(1) Town of Miami Lakes, Stormwater Master Plan Update and GIS analysis performed during fiscal year 2011. Prior years have been adjusted to reflect corrected information.

(2) Public Works annual state report on road miles, streetlights from Florida Power & Light. Street lights reflect corrections made after an audit with FP & L

(3) Town of Miami Lakes Parks Department

(4) Miami-Dade Police Department (represents total units 24 hours, 7 days)

TOWN OF MIAMI LAKES, FLORIDA

MISCELLANEOUS INFORMATION

INSURANCE IN FORCE

LAST TEN FISCAL YEARS

Type of Coverage	Insurer	Policy Period	Premium
Property	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	62,262
General Liability	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	53,173
Public Officials & Employment Practices Liability	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	69,414
Automobile Insurance	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	14,875
Inland Marine	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	714
Crime/Fidelity	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	791
Workers Compensation	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	16,547
Government Crime	Preferred Governmental Insurance Trust	10/1/2016 - 09/30/2017	500
Agency Fee	Brown & Brown of Florida, Inc	10/1/2016 - 09/30/2017	20,000
	Total Policies		<u>\$ 238,276</u>



COMPLIANCE SECTION

**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the Town of Miami Lakes, Florida (the "Town"), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements, and have issued our report thereon dated March 19, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Town's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Town's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Town's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Rodriguez Trueba & Company

Rodriguez, Trueba & Co., P.A.
Miami Lakes, Florida
March 19, 2018

MANAGEMENT LETTER REQUIRED BY SECTION 10.550 OF THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

Report on the Financial Statements

We have audited the financial statements of the Town of Miami Lakes, Florida (the “Town”), as of and for the fiscal year ended September 30, 2017, and have issued our report thereon dated March 19, 2018.

Auditors’ Responsibility

We conducted our audit in accordance auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for Each Major State Project and Report on Internal Control Over Compliance; Schedule of Findings and Questioned Costs; and Independent Accountants’ Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements of Section 218.415, Florida Statutes in accordance with Chapter 10.550, Rules of the Auditor General of the State of Florida. Disclosures in those reports and schedule, which are dated March 19, 2018, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. There were no findings or recommendations made in the preceding annual financial audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The Town was created pursuant to the constitution of the State of Florida, Home Rule Charter of Miami-Dade County, Article 5, Section 5.05. There were no component units related to the Town.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and report the results of our determination as to whether or not the Town has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Town did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the Town. The assessment was completed as of the fiscal year end. It is management's responsibility to monitor the Town's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.551(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any recommendations.

Annual Financial Report

Section 10.554(1)(i)5.b. and 10.556(7), Rules of the Auditor General, require that we apply appropriate procedures and communicate the results of our determination as to whether the annual financial report for the Town for the fiscal year ended September 30, 2017, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2017. In connection with our audit, we determined that these two reports were in agreement.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and State granting agencies, members of the Town Council and management of the Town, and is not intended to be and should not be used by anyone other than these specified parties.

Rodriguez Trueba & Company

Rodriguez, Trueba & Co., P.A.
Miami Lakes, Florida
March 19, 2018

**INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES IN ACCORDANCE WITH CHAPTER 10.550, RULES OF
THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

We have examined the Town of Miami Lakes, Florida's (the "Town") compliance with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended September 30, 2017. Management is responsible for the Town's compliance with those requirements. Our responsibility is to express an opinion on the Town's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Town's compliance with specified requirements.

In our opinion, the Town complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2017.

Rodriguez Trueba & Company

Rodriguez, Trueba & Co., P.A.
Miami Lakes, Florida
March 19, 2018

**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY
CHAPTER 10.550, RULES OF THE AUDITOR GENERAL**

To the Honorable Mayor, Town Council and Town Manager
Town of Miami Lakes, Florida

Report on Compliance for Each Major State Project

We have audited the Town of Miami Lakes, Florida's (the "Town") compliance with the types of compliance requirements described in the *Department of Financial Services' State Projects Compliance Supplement* that could have a direct and material effect on each of the Town's major State projects for the year ended September 30, 2017. The Town's major State projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with State statutes, regulations, and the terms and conditions of its State projects applicable to its State projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the Town's major State projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General. Those standards, and Chapter 10.550, Rules of the Auditor General, require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major State project occurred. An audit includes examining, on a test basis, evidence about the Town's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major State project. However, our audit does not provide a legal determination of the Town's compliance.

Opinion on Each Major State Project

In our opinion, the Town complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major State projects for the year ended September 30, 2017.

Report on Internal Control over Compliance

Management of the Town is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Town's internal control over compliance with the types of requirements that could have a direct and material effect on each major State project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major State project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a State project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a State project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a State project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses, or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Auditor General. Accordingly, this report is not suitable for any other purpose.

Rodriguez Trueba & Company

Rodriguez, Trueba & Co., P.A.
Miami Lakes, Florida
March 19, 2018

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FISCAL YEAR ENDED SEPTEMBER 30, 2017

State Agency/ Pass-Through Grantor/ Program Title	State CSFA Number	State Grant/Contract Number	State Expenditures
Florida Department of Environmental Protection			
<u>Direct Program:</u>			
Statewide Surface Water Restoration and Wastewater Projects	37.039	15DA1	\$ 756,708
Statewide Surface Water Restoration and Wastewater Projects	37.039	LP1320D	<u>28,551</u>
Total Florida Department of Environmental Protection			785,259
Florida Department of Transportation			
<u>Direct Program:</u>			
Highway Beautification Grants	55.003	ARJ69	<u>100,000</u>
TOTAL EXPENDITURES OF STATE FINANCIAL ASSISTANCE			\$ <u>885,259</u>

The accompanying notes are an integral part of this schedule

TOWN OF MIAMI LAKES, FLORIDA
NOTES TO SCHEDULE OF EXPENDITURES OF STATE FINANCIAL ASSISTANCE
FISCAL YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - GENERAL

The accompanying schedule of expenditures of state financial assistance (the “schedule”) includes the state grant activity of the Town of Miami Lakes. For purposes of this schedule, state financial assistance includes state assistance received directly from a state agency, as well as state funds received indirectly by the Town from non-state organizations.

NOTE 2 - BASIS OF PRESENTATION

The information in this schedule is presented in accordance with the requirements of Chapter 69I-5, Schedule of Expenditures of State Financial Assistance, Rules of the Department of Financial Services; and Chapter 10.550, Rules of the Auditor General. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements of the Town.

The expenditures in the accompanying schedule are presented using the modified accrual basis of accounting. Under the modified accrual basis of accounting, expenditures are recognized when the Town becomes obligated for a payment as a result of the receipt of the related goods or services.

NOTE 3 - CONTINGENCY

The grant revenues received by the Town are subject to review by grantor agencies. Such audits may result in requests for reimbursement due to disallowed expenditures. If any expenditures are disallowed by grantor agencies as a result of such an audit, any claim for reimbursement to the grantor agencies would become a liability of the Town. In the opinion of management, all grant expenditures are in compliance with the terms of the grant agreements and applicable state laws and regulations.

TOWN OF MIAMI LAKES, FLORIDA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FISCAL YEAR ENDED SEPTEMBER 30, 2017

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of auditors’ report issued:	<i>Unmodified</i>
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiencies?	None reported
Non-compliance material to financial statements noted?	No

State Projects

Internal control over major projects:	
Material weakness(es) identified?	No
Significant deficiencies?	None reported
Type of auditors’ report issued on compliance for major State projects:	<i>Unmodified</i>
Any audit findings disclosed that are required to be reported in accordance with rule 10.557 of the Auditor General of the State of Florida?	No

Identification of major State projects:

<u>State Projects</u>	<u>State CSFA No.</u>
Statewide Surface Water Restoration and Wastewater Projects	37.039
Dollar threshold used to distinguish between Type A and Type B State projects:	\$265,578

SECTION II – FINANCIAL STATEMENTS FINDINGS

None.

SECTION III – MAJOR STATE PROJECTS FINDINGS AND QUESTIONED COSTS

None.

SECTION IV – OTHER ISSUES

No Summary Schedule of Prior Audit Findings is required because there were no prior audit findings related to Federal programs or State projects.



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Town Manager Monthly Police Activity Report
Date: 4/3/2018

Recommendation:

Please see the attached report.

ATTACHMENTS:

Description

TML Monthly Town Council Meeting Crime Report February 2018

Jan.- Feb. Targeted Report



Miami Dade Police Department, Town of Miami Lakes



TML Crime Report

February, 2018

Section 1 – COMPSTAT CRIMES

Crime	Auto Theft (15 incidents as of 2/28/2018. Date of last incident 2/28/2018)
Statistical Info	Up 4 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	No identifiable trends. 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. Robbery Det. Hammond responded.
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

February, 2018

Section 2 – SIGNIFICANT ARRESTS-INCIDENTS

ARRESTS	
Day / Date / Time	Sunday / February 4, 2018 / 7:10 pm
Location	16500 NW 87 th Avenue
On Sunday, February 4, 2018, Officer responded to the Royal Oaks Park where a theft subject was being detained. Three victims advised that while playing soccer, their cellular phones were stolen out of their bags that were on the soccer field. The subject was in possession of their cellular phones. The subject was charged with three counts of grand theft.	
Day / Date / Time	Wednesday / February 14, 2018 / 11:35 am
Location	8887 NW 139 th Terrace
On Wednesday, February 14, 2018, Detective arrested a subject for a residential burglary that occurred on February 9, 2018. The victims were out of the country when their mother called and advised of a burglary at their residence. Upon reviewing video surveillance from the home, the victims identified one of the subjects as a friend they've known for over 15 years. Detectives contacted the subjects Probation Officer who arraigned for the subject to respond to the Northside District probation office. Upon his arrival, our GIU Detectives placed him in custody and transported him to TGK via the Northwest District station.	
Day / Date / Time	Thursday / February 15, 2018 / 10:00 am
Location	8994 NW 168 th Terrace
On Thursday, February 15, 2018, at approximately 10:00 am, Detective arrested a subject for a burglary to curtilage incident that occurred on January 27, 2018. Detective collected video surveillance footage from the victim's residence that captured the subject (next door neighbor) entering the victim's gated property and stealing a large metal cage containing a cat.	
Day / Date / Time	Saturday / March 17-18, 2018 / 5:30 p.m.
Location	138 Street and 87 Avenue
On Saturday, March 17, 2018, at 5:30 p.m., three ATV riders were observed riding recklessly through the Town. Officers attempted to stop the individuals and all three fled. Our officers were able to immediately identify them and waited for them at their respective homes. Two riders arrived at their home to be met by police, arrested, and have both of their ATVs impounded – the third rider was not apprehended. On March 18, 2018, the third rider turned himself into the Town station and was arrested. All three were charged with Fleeing and eluding a police officer and reckless driving	



MIAMI DADE POLICE DEPARTMENT
CAS Compstat Targeted Crimes Year To Date - 74Y
Date Range: Jan 01, 2018 - Feb 28, 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)	21	20	-4.76%	-1
05 Auto Theft	11	15	36.36%	4
06 Burglary Commercial	5	0	-100.00%	-5
07 Burglary Residential	5	5	0.00%	0
08 Aggravated Assault	3	0	-100.00%	-3
09 Aggravated Battery	1	0	-100.00%	-1
TOTAL:	48	43	-10.42%	-5

/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 - Feb 28, 2018

Division:

Agency: 095

Grids:

For Agricultural Patrol Section: N

Exclude UNFOUNDED cases

Exclude AOA's

Report Written = 'Y'

CAS Package



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Social Media Strategy
Date: 4/3/2018

Recommendation:

Please see the attached report.

ATTACHMENTS:

Description

Social Media Strategy Report

Social Media Strategy

Town of Miami Lakes, FL

2018

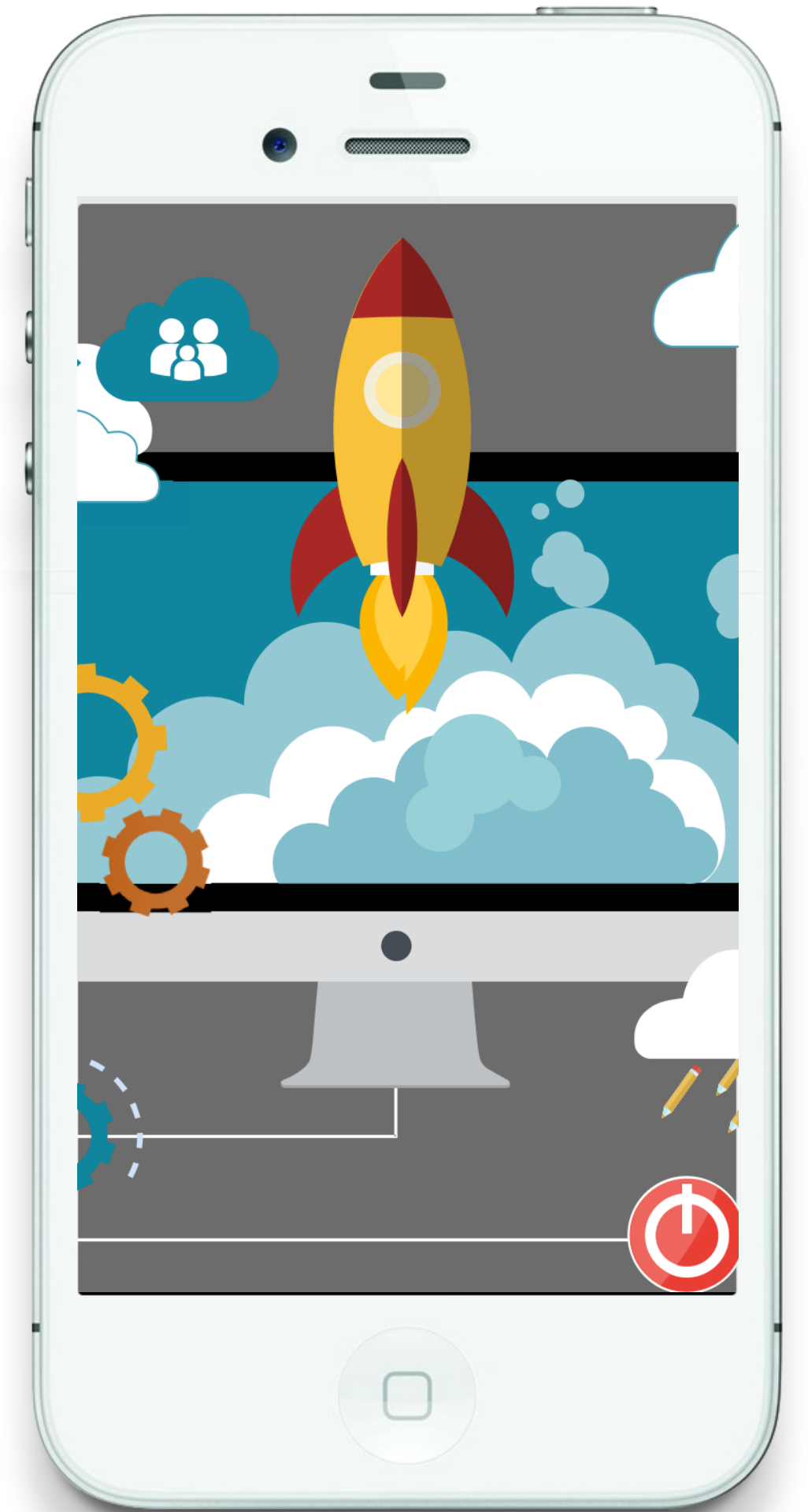
Presented To



Please Note: This presentation is a part of a Social Media Strategy Report 2018 for the Town of Miami Lakes that includes all references and attachments to the data referenced in this presentation.

Glossary of Terms Used

1. **A/B test** – Testing two version of an advertisement to see which performs better
2. **AI** – Artificial Intelligence - the capability of a machine to imitate intelligent human behavior
3. **Algorithms** – A computer based calculation
4. **Bing** - Microsoft's search engine
5. **Big Data** - Large data sets that may be analyzed computationally to reveal patterns, trends, and associations, especially relating to human behavior and interactions.
6. **Bookmarked** – Recorded as a favorite in a browser, or social media platform
7. **DSLR** – A digital camera that takes professional quality pictures
8. **Engagement** – Any of the following actions taken by a users on a social media network, pressing like, leaving a comment, sharing post or tweet, following a user, emailing it to a friend
9. **Eventbrite** – A online software for hosting public events like concerts
10. **Facebook Algorithms** – A calculation that determine what content should be placed on your feed.
11. **Fans**– Can also be a follower and is someone who follows your channel, feed, or station on a social media network
12. **Frequency of Posts** – How many posts are put on a social media network on a daily or weekly bases
13. **Impressions** – How many time a post or advertisement is shown to a person on their social media network or web browser
14. **Instagram** – A social media platform that focus on images and videos
15. **Links** – Any URL that directs a user to a different web location
16. **Live Videos** – A video that is being broadcast live over a social media network
17. **Measured Reach** – The expected or actual number of users who saw a post or advertisement
18. **NextDoor** – A social media network created specifically for residential communities and municipalities.
19. **Pinterest** – A social media platform that focuses on sharing images
20. **Platform** – Shorten version of Social media platform
21. **Posts** – A piece of content that is placed on a social media platform
22. **Reach** – Same as measured reach
23. **Sentiment Analysis** – The overall opinion of people on social media with respect to a post or piece of content. For example, a post about the Superbowl had an 80% positive sentiment. Sentiment can be positive, negative or neutral.
24. **Slack** – A workplace software used to make office communication easier and more efficient
25. **Snapchat** – A social media software that focuses on images, videos, and advertisements
26. **Workplace** – A workplace software used to make office communication easier and more efficient



Structure of Presentation

1. Where we are now?

1. Social Media Audit 2018
2. Key Highlights from Facebook Metrics 2016 - 2017
3. TML Website Audit
4. TML Current Communication Vehicles
5. Local Government Reported Best Practices
6. TML Census Data Highlights
7. TML Audience Insights on Social Media

2. Where we want to go?

1. Social Media Objective
2. Six Pillars of Strategic Action Plan
3. Six Steps of Social Media Work Plan

3. How we will get there?

1. Six Steps and sub-steps
2. Examples of Top Trending Content on TML Social (2017, 2018)
3. Solutions Preview (Using Big Data and AI)

4. Budget






WHERE ARE WE NOW?

Situation Analysis of Social Media Metrics

Social Media Metrics - 2018

Social Media Metrics - Jan 1 2018 to March 18 2018

10K
Fans

PLATFORM	Fans	Content Posted	Engagements	Engagement Per Post	Link Clicks
 Facebook	5633	301	9035	30	2261
 Instagram	2775	87	2149	24.7	NA
 Twitter	2317	305	2866	9.4	564

2.8K
Clicks

Source: Sprout Social

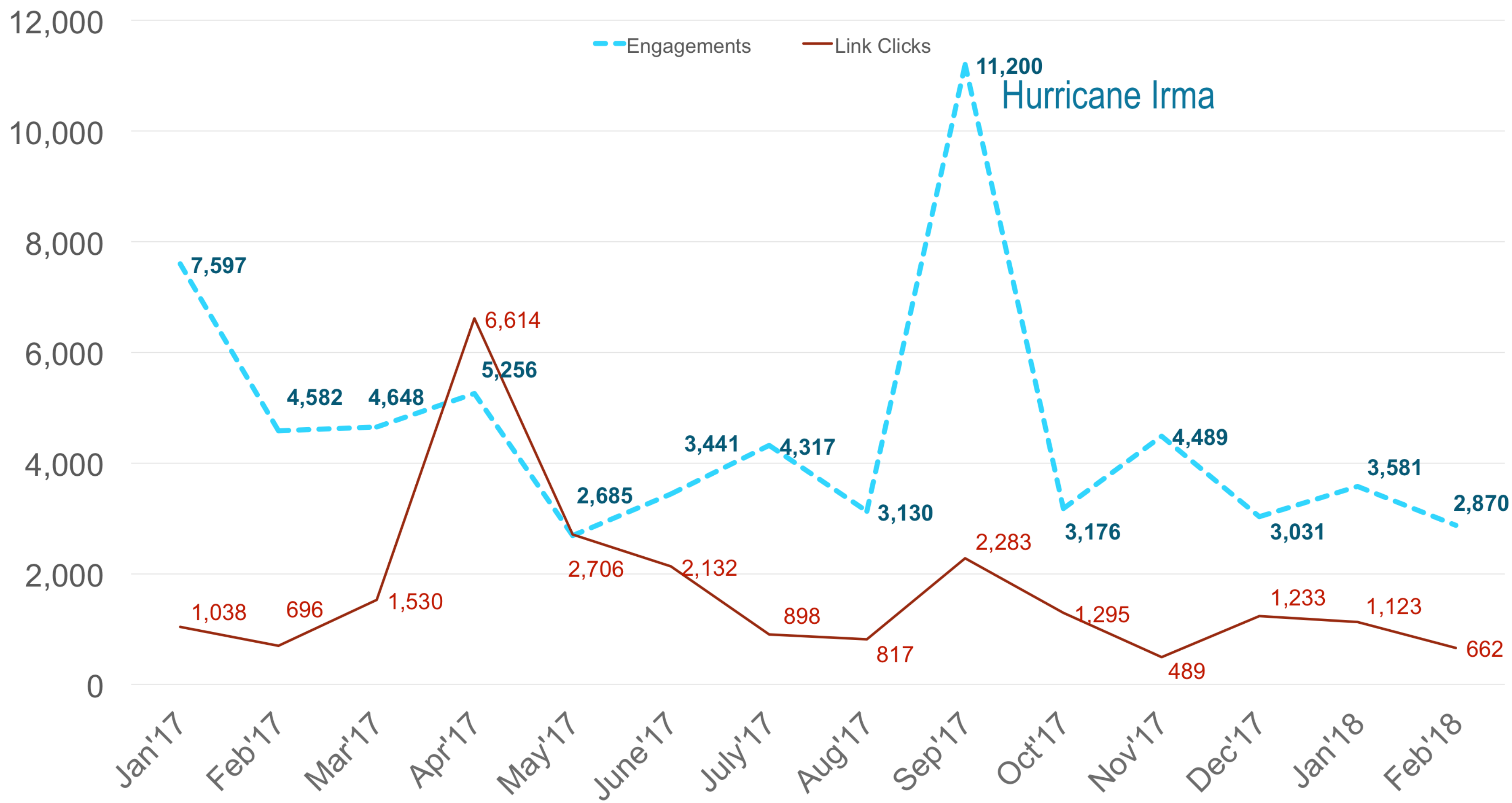
ENGAGEMENT =





Facebook Metrics 2016 – 2017

Engagements & Link Clicks
On TML Facebook Page Jan 2017 to Feb 2018



Followers



Increased (Slow Growth)

32.5%

Content Posts



Decreased

-19%

Impressions

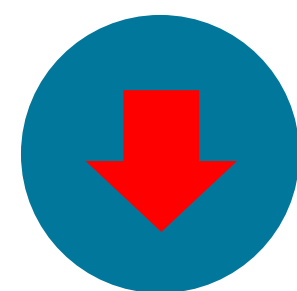


Increased (Slow Growth)

22%

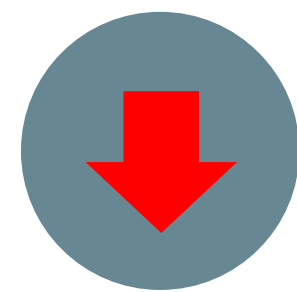
TML Website Audit 2016 – 2017

The Town website www.MiamiLakes-FL.Gov is the heart and center of social media strategy.



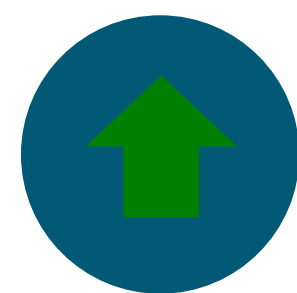
Website Traffic

Down 27.5%



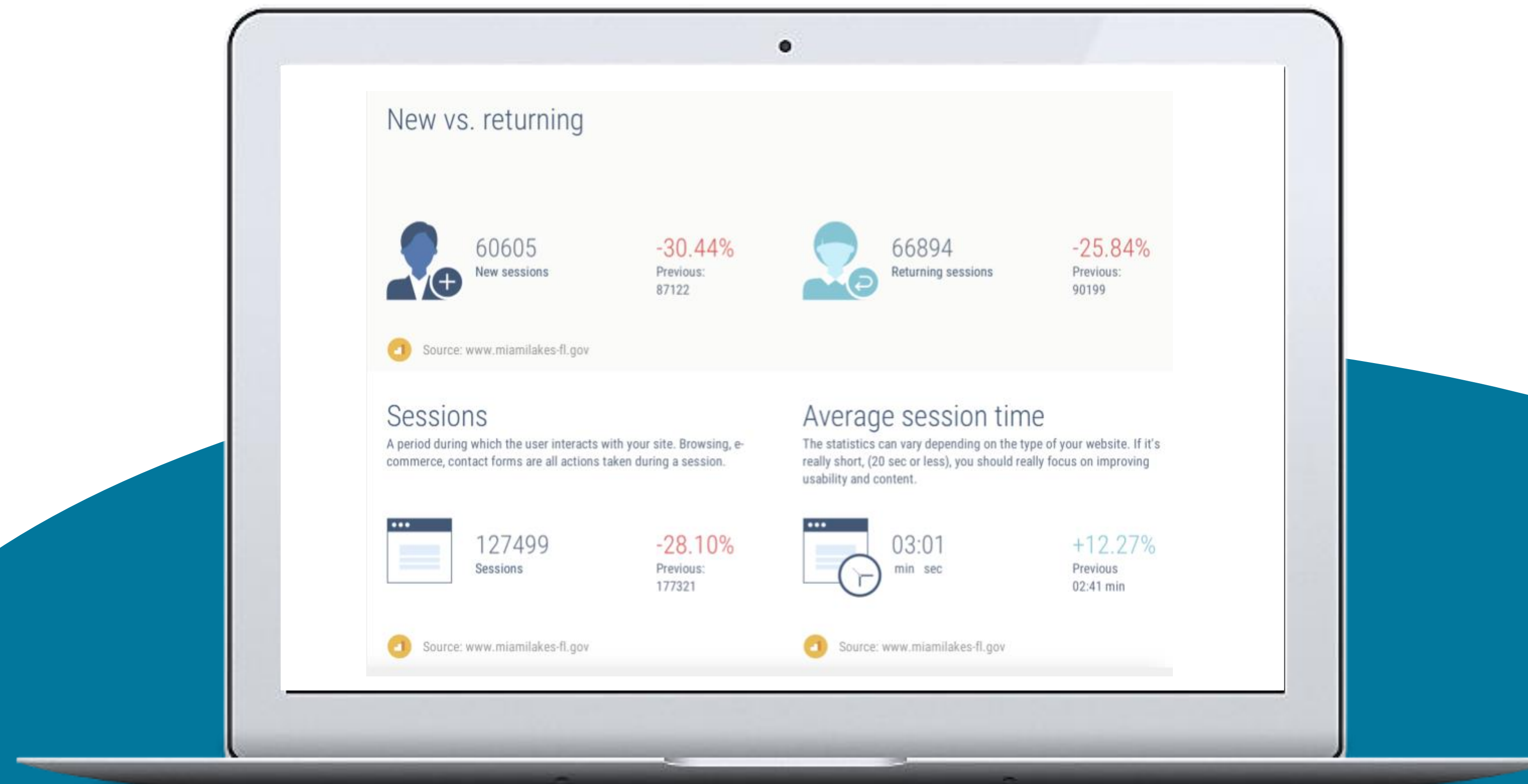
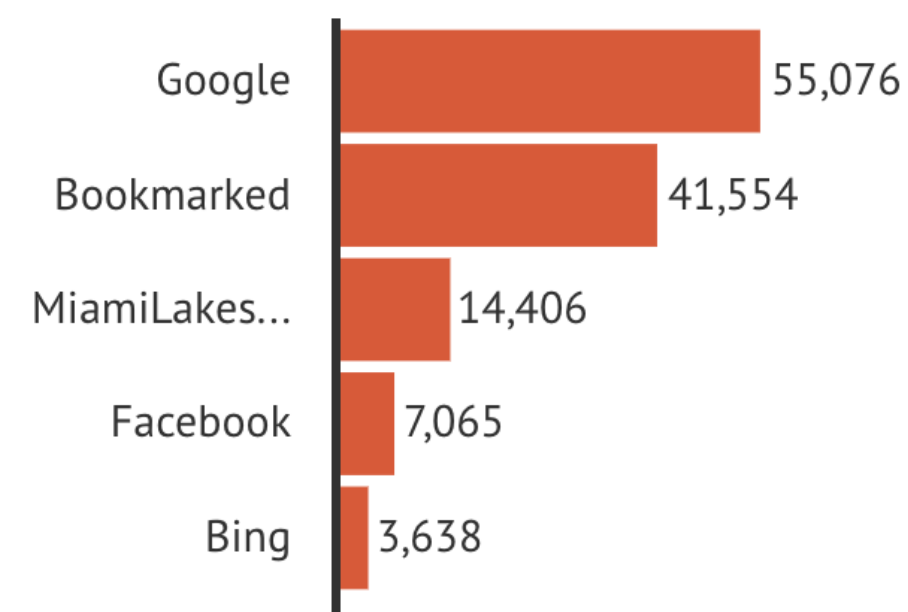
Sessions

Down 28%



Sources of Traffic

Went up 6% from Social Media



Recommendation: Update the website along with Social Media Strategy.

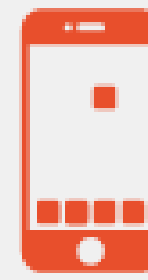
Current TML Communication Vehicles



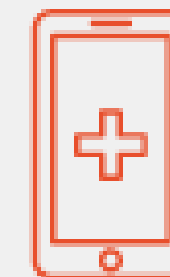
Social Media
10K



MiamiLakes-FL.gov
Total Visitors 63K (2016-17)
Down 27.5%



Lakes Life App
2.5K (USA)



Emergency Notification App
Everbridge *(New)*



Freebee TV & App
950 Profiles



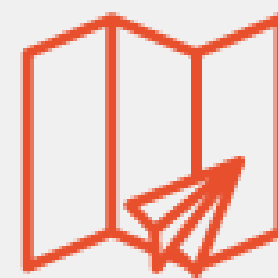
Email Database
2.3K



Digital Sign - Kiosk
Car Traffic
(Data not available)



The Miami Laker
15K
(Circulation)



Offline - Flyers
N/A
(Data not available)

Local Governments' Reported Practices - 2017



Good Practices

Use Social Media to disseminate information to Constituents

85%



TML uses Social Media to communicate with its constituents & key stakeholders.



Poor Practices

Do Not Have Budget for Social Media Activities

88%



Currently there is minimum to no budget for Social Media at TML.



Poor Practices

Do Not Capture Metrics Data on Social Media

55%



TML reports have metrics on social media and website traffic followers.



Good Practices

Top Social Media Platforms

1. Facebook
2. Twitter
3. YouTube



TML currently uses Facebook, Twitter & Instagram. There is opportunity for other platforms including YouTube.



Data Source: Public Technology Institute (2017)
(Comments added)



General Practice

Social Media Communications should be managed by the PIO but this is only performed by less than 15%

- 45% IT
- 33% City Manager
- 15% Public Information Office
- 7% Mayor's Office



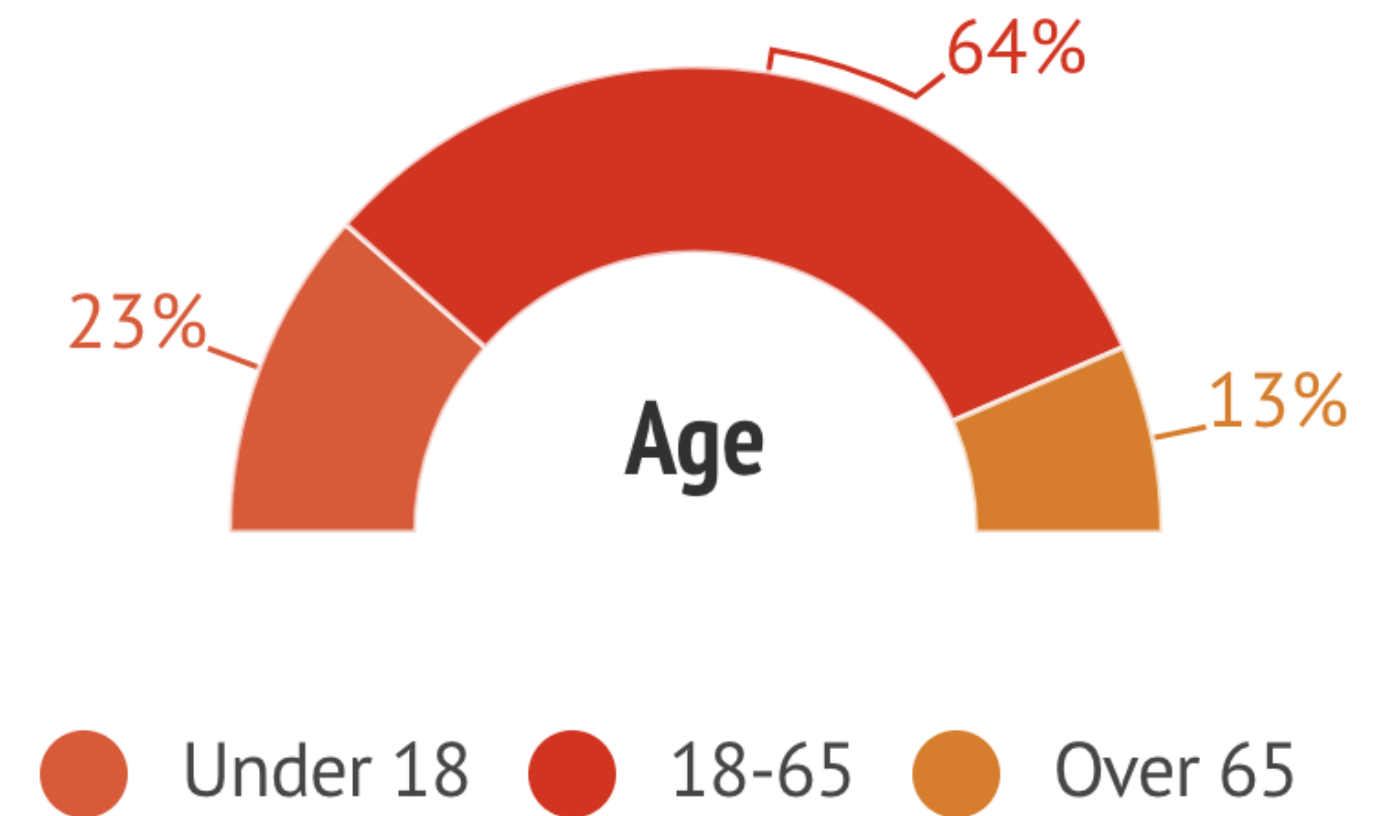
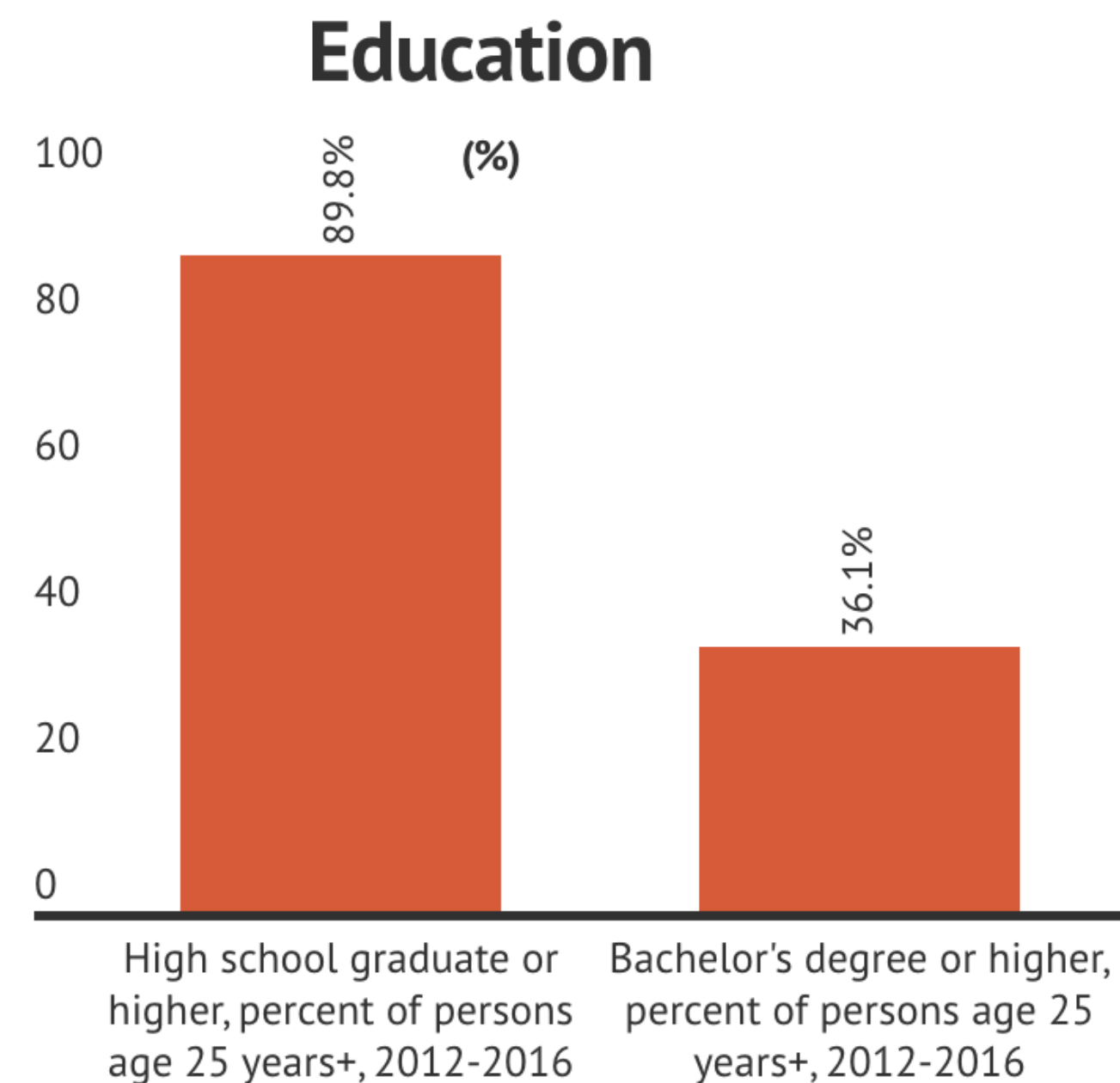
Social Media is managed by the PIO and Communications at TML.

Our Town's Demographics

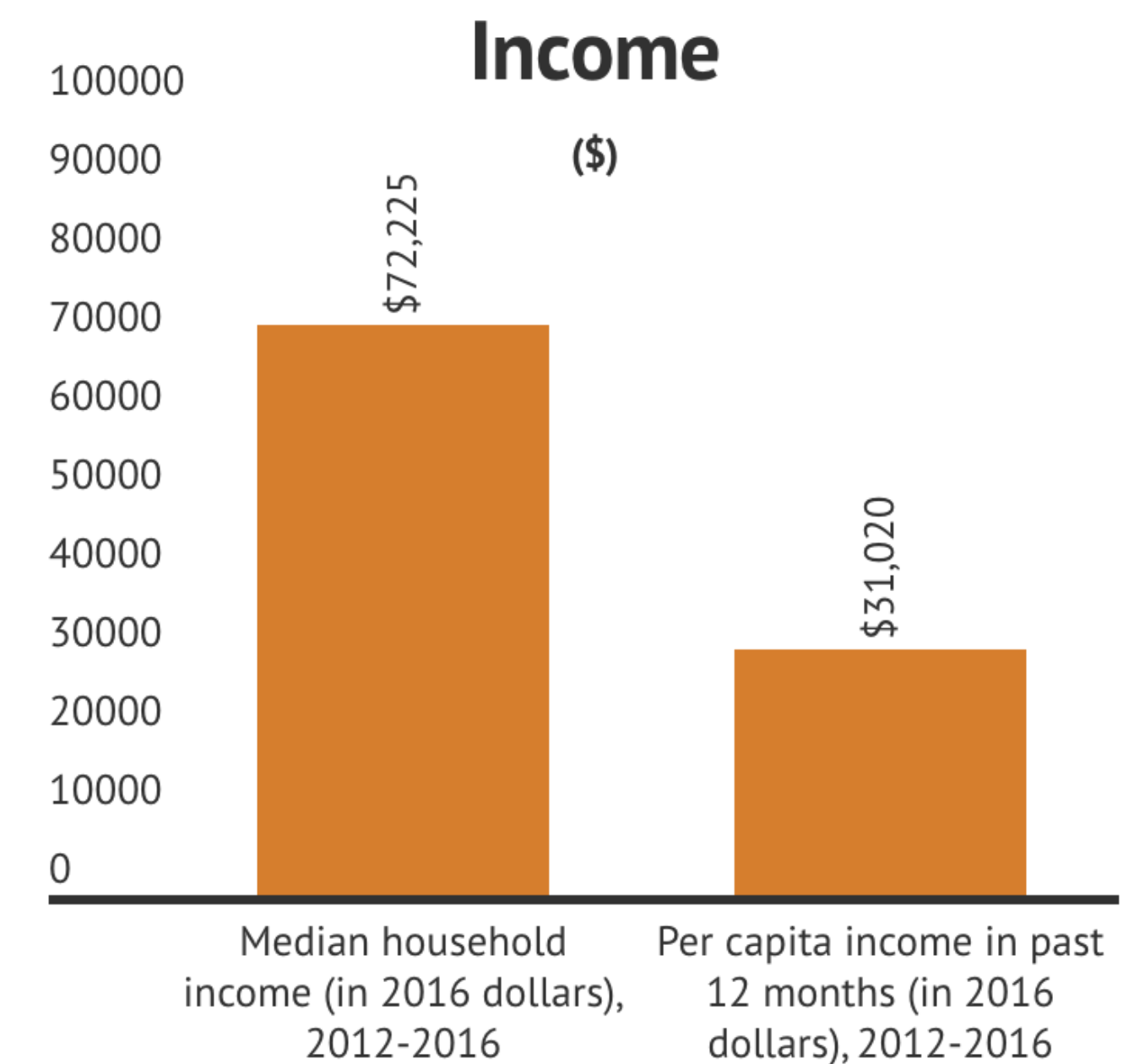
The US Census data shows that Miami Lakers have high disposable income, indicative of their access to computers and smart phones.



There is only one major publication in the area that is, The Miami Laker making Social Media and Town's Website primary access to information for



64% population between 18-65 years old. This age group is the majority of the user base in the Town and also replicates the majority of the users on our social platforms (see next page).



Audience Insights



Our fans are mainly women on both Facebook & Twitter.

On Facebook, our female fans are aged 25-54 (56%), followed by men aged 25-54 (23%).

TML Facebook Fans:

Aggregated demographic data about the people who like your Page based on the age and gender information they provide in their user profiles.

Women

69%
Your Fans

Men

30%
Your Fans

0.107%

13-17

0.124%

3%

18-24

2%

18%

25-34

7%

23%

35-44

9%

15%

45-54

7%

6%

55-64

3%

4%

65+

2%

Country	Your Fans	City	Your Fans	Language	Your Fans
United States of America	5,333	Miami, FL	2,157	English (US)	5,038
Brazil	25	Miami Lakes, FL	1,283	Spanish	357
Colombia	20	Hialeah, FL	393	Spanish (Spain)	83
Puerto Rico	19	Pembroke Pines, FL	127	English (UK)	71

TML Twitter Fans:

OVERVIEW

Top interest
Business and news

DEMOGRAPHICS

Top language
English

LIFESTYLE

Top lifestyle type
Online buyers

CONSUMER BEHAVIOR

Top buying style
Premium brands

MOBILE FOOTPRINT

Top wireless carrier
AT&T

Gender



Male

46%

Female

54%

Home ownership



Home owner

77%

Home renter

23%

Household income categories

Income category	% of audience
\$75,000 - \$99,999	18%
\$60,000 - \$74,999	14%
\$100,000 - \$124,999	13%
\$150,000 - \$199,999	11%
\$125,000 - \$149,999	8%



WHERE DO WE WANT TO GO?

Use social media & new technologies to service current and potential residents more effectively.



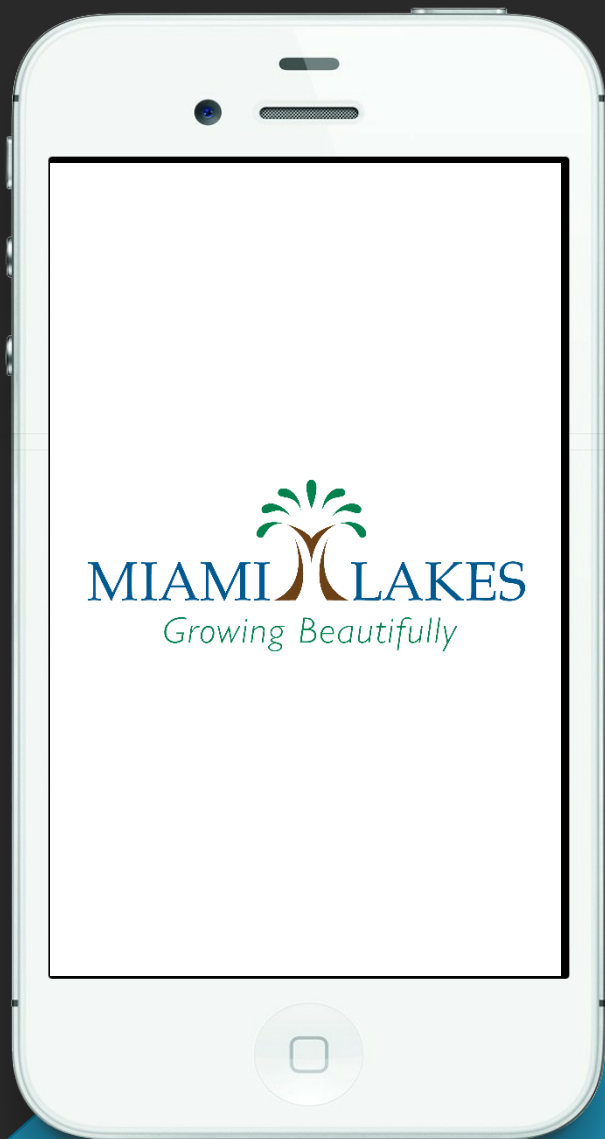
SOCIAL MEDIA OBJECTIVES



**Implement the 6 Pillars of
Strategic Action Plan 2015-
2025 of the Town of Miami
Lakes**

6 Pillars of Strategic Action Plan

The SIX goals of Social Media Strategy are to implement the SIX overall pillars of the Strategic Action Plan.



01

Unique Entity
Widespread understanding of Town of Miami Lakes as unique, separate entity from surrounding areas

02

Enhanced Mobility Leader
Widespread understanding and acknowledgement of Town’s leading efforts to enhance mobility – easier vehicular and non-vehicular transportation, as outlined in Town Strategic Plan

03

Signature Beauty and Parks Landscape
Widespread understanding and acknowledgement of Town’s efforts to Enhance Signature Beauty & Park Landscape as outlined in Town’s Strategic Plan

04

Economic Development Driver
Broad-based understanding and acknowledgement of Town’s efforts to enhance economic development and community HUBS, as outlined in Strategic Plan.

05

Environmental Sustainability Champion
Broad-based understanding and acknowledgement of Town’s efforts to achieve universal environmental sustainability in public and private environments, operations and infrastructure

06

Innovative Model Town
Achieve national recognition as a "Model Town" for creativity, education, innovation and use of technology.

6 Goals of Social Media Work Plan



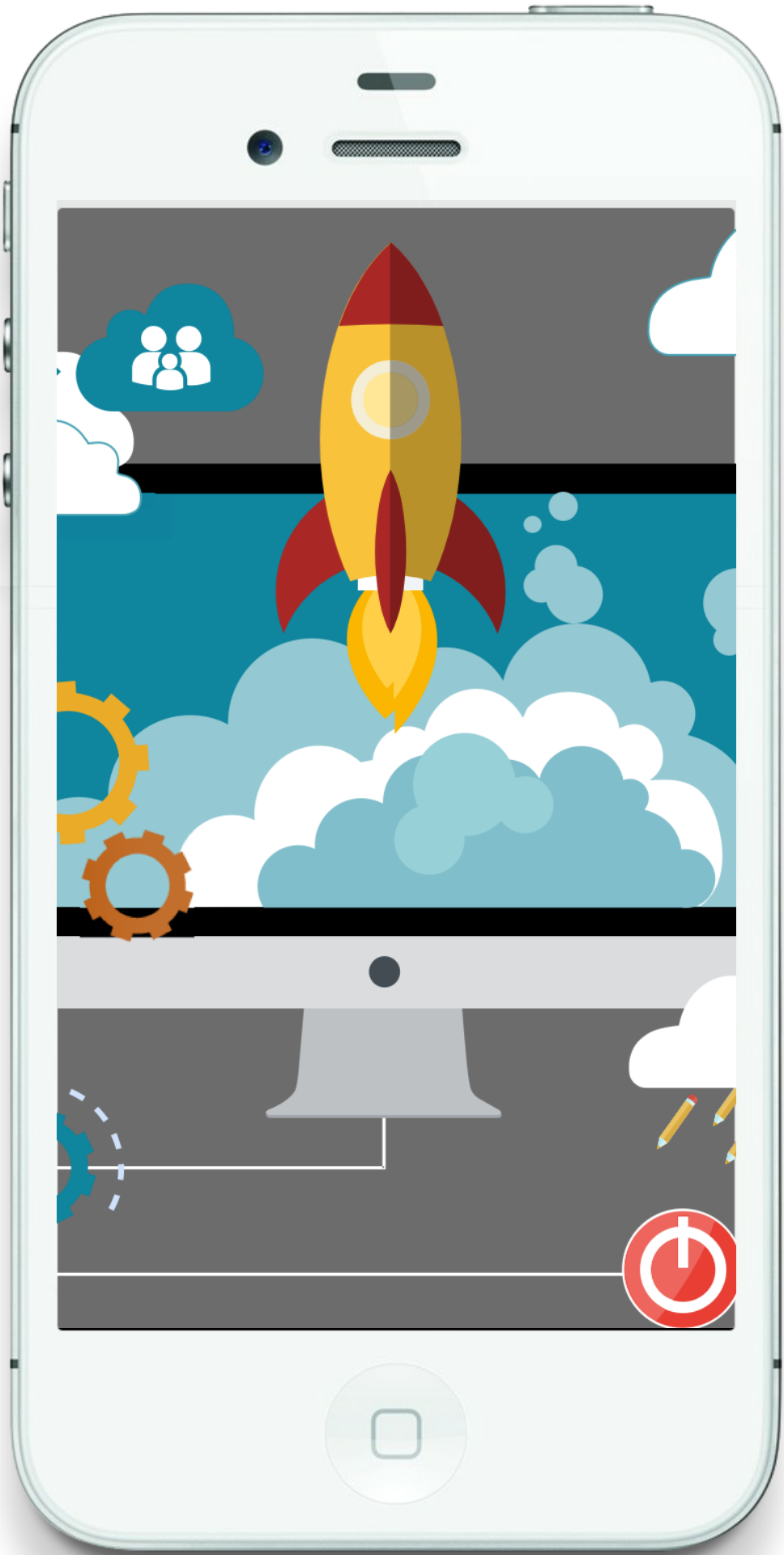
Citizen Engagement



Citizen Feedback



Amplify Message of
Town, Mayor & Council



Highlight
Accomplishments



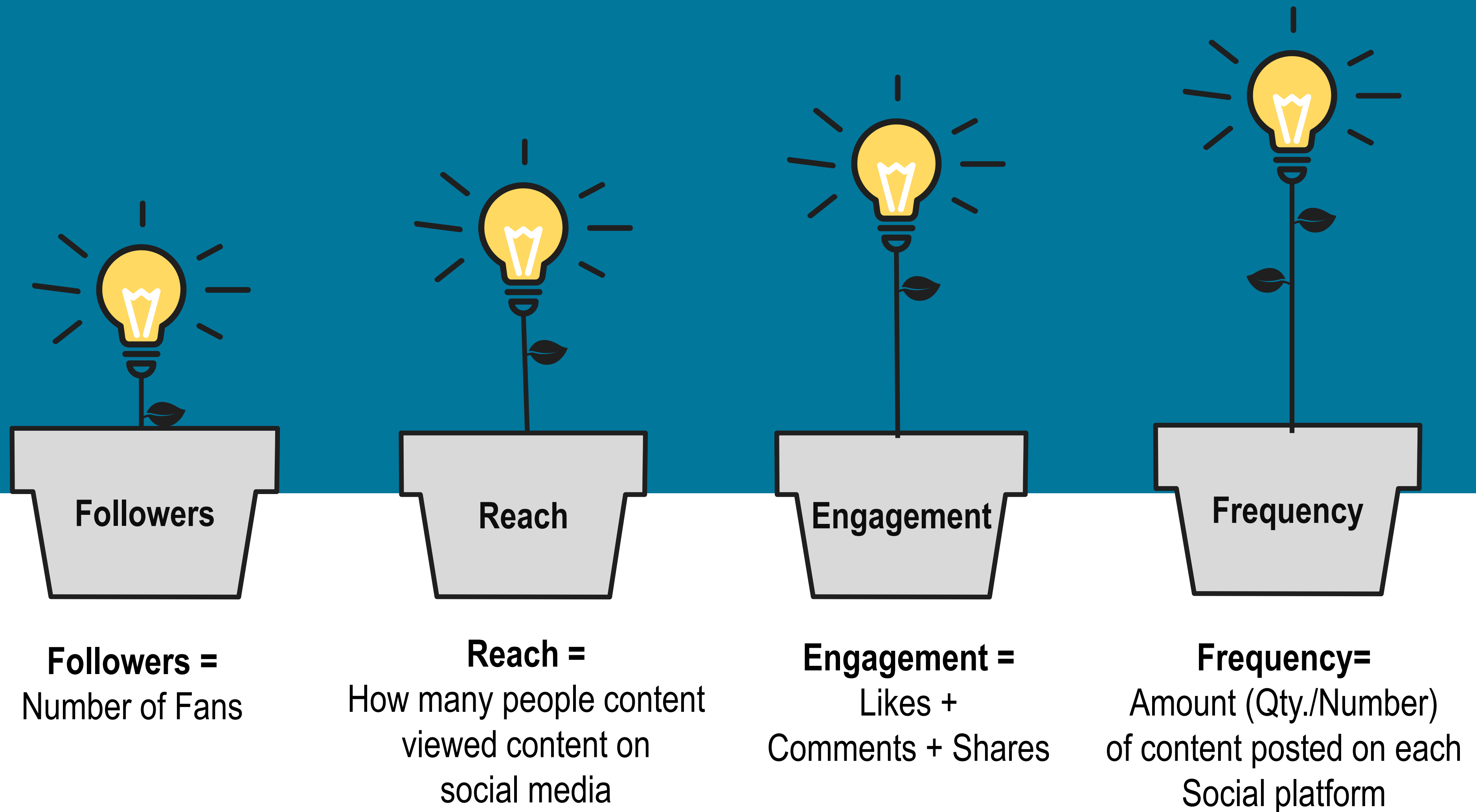
Crisis Response
Communications



Trust & Transparency



KPIs - Increase...

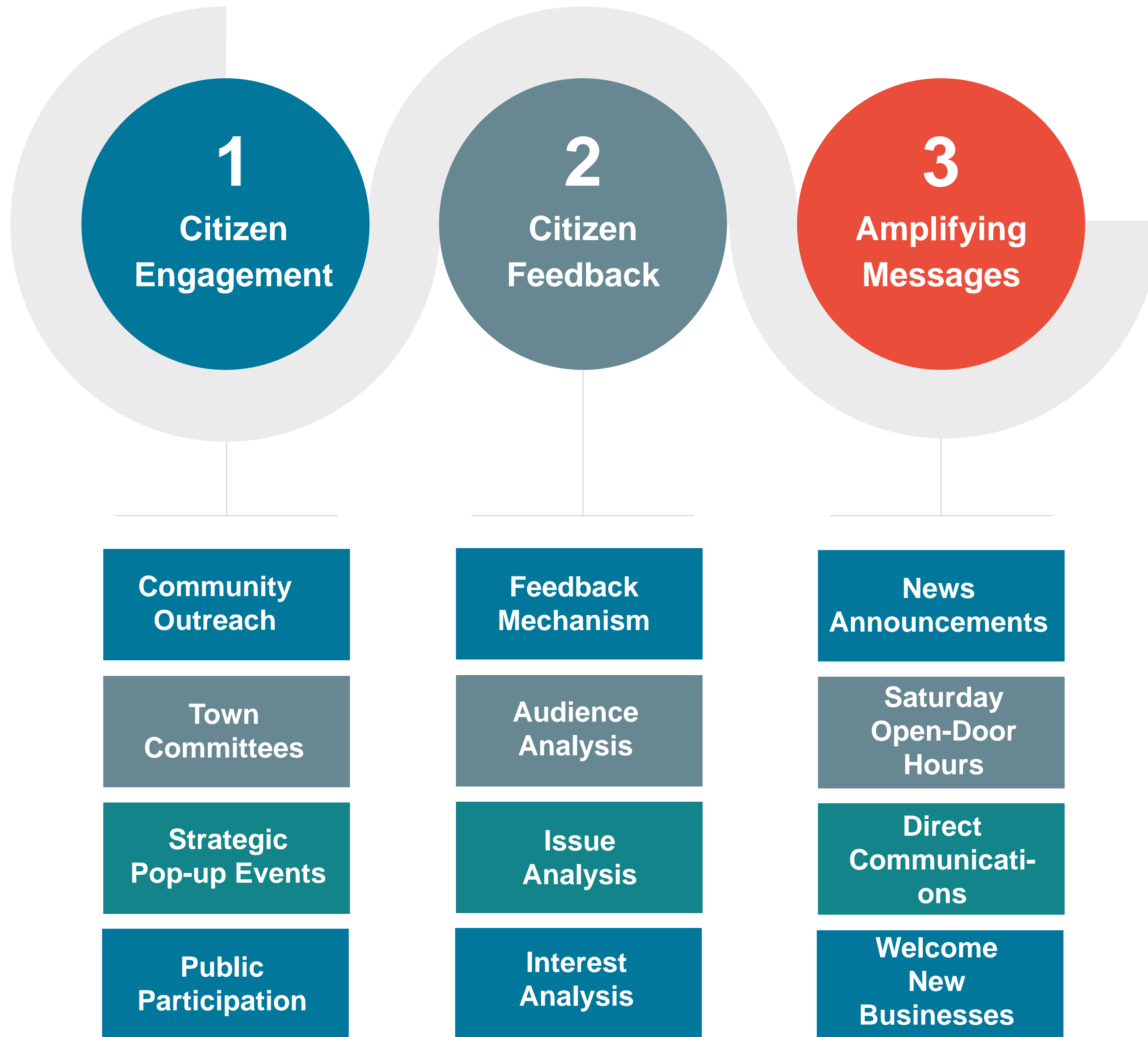


Key Performance Indicators



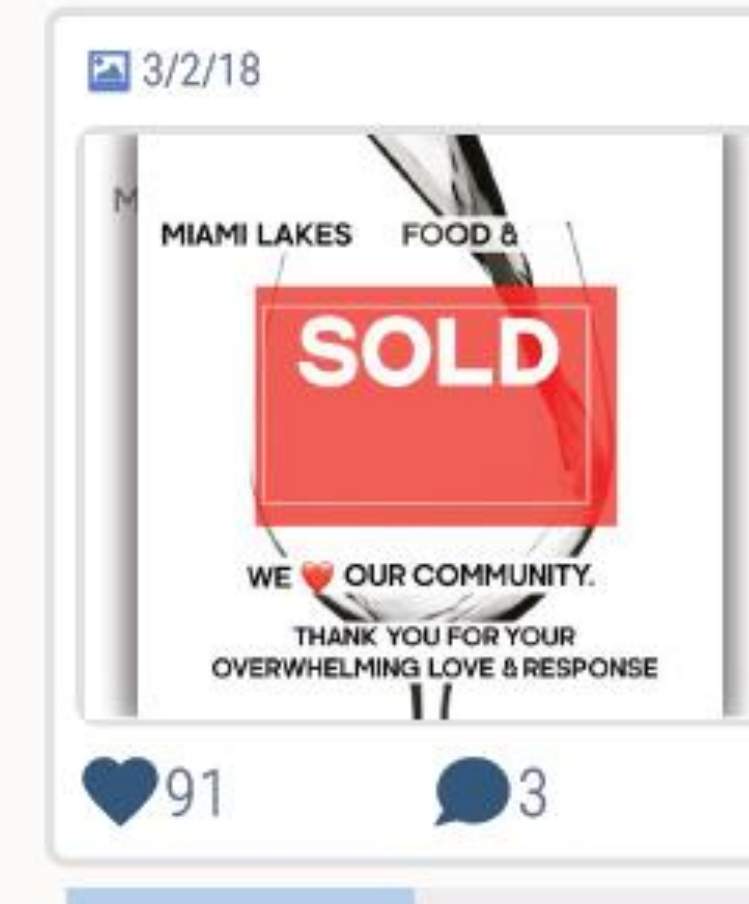
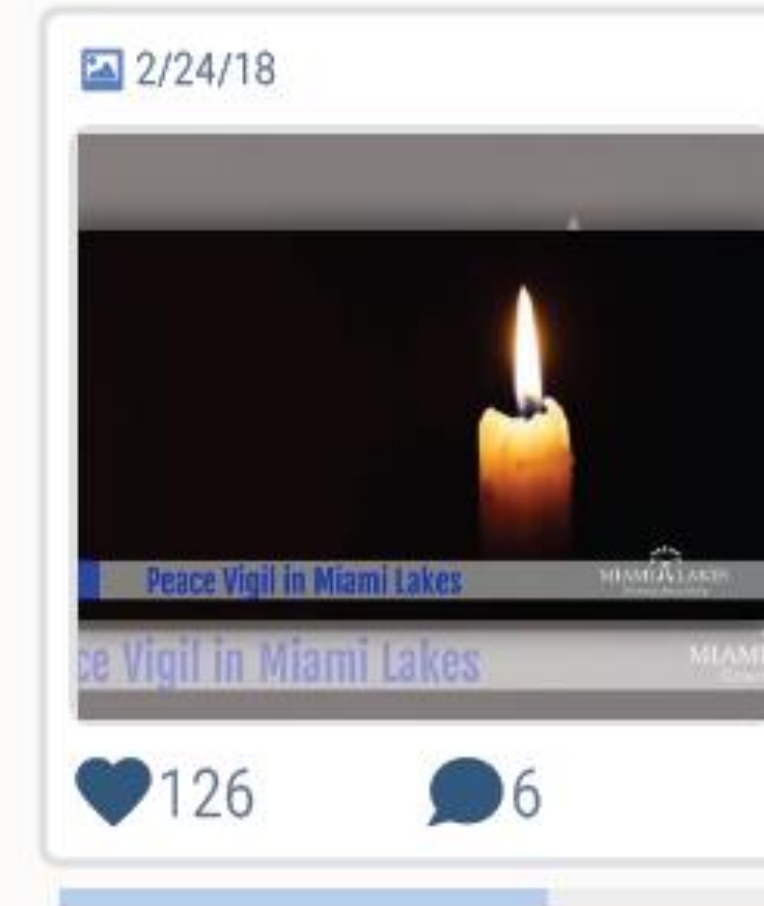
HOW WILL WE GET THERE?

Implement 6 Goals in alignment with 6 Pillars of the Town's
Strategic Action Plan





Top Trending Content – Instagram (2017 – 2018)



What's trending helps to understand the pulse of the community, interests of residents and create programs and policies to benefit them.


Residents are not just interested in Events!

City of Doral City of Hialeah - M... 2 more Jan 1, 2018 - Mar 27, 2018 Export

Top Posts, by Reactions


Even Public Work posts trend on social media

Post Reactions Comments Shares




Town of Miami Lakes- Municipal Government

Share and tag your photos #MiamiLakesWine #IHeartMiamiLakes




793 85 15

(Post) March 05, 2018 3:16 pm




Town of Miami Lakes- Municipal Government

SINKHOLE ALERT on 6600 Block and Miami Lakes Dr E. near the traffic light on NW 154th Street next to Publix. Please note that a sinkhole is developing in this location. Public Works Inspector is on site and Miami-Dade Water & Sewer Department has been informed. No traffic blockages or lane closures have been reported at this time. We will keep you updated with the situation.




235 136 194

(Post) March 21, 2018 3:40 pm



Town of Miami Lakes- Municipal Government








235 136 194

(Post) March 21, 2018 3:40 pm

Keeping a tab on what and how much other cities post!

Stats by Page

Facebook Page	Messages Sent	Messages Received	Post Breakdown	Engagements	Engagements per Post
 Competitor Average	237	–	T 22 📷 158 🎥 57	4,716	20
 Town of Miami Lakes- Municipal Government	320	7	T 159 📷 28 🎥 133	10,271	32
 City of Doral	212	–	T 18 📷 145 🎥 49	4,225	20
 City of Hialeah - Municipal Government	141	–	T 18 📷 83 🎥 40	2,976	21
 City of Miami Beach Government	357	–	T 30 📷 245 🎥 82	6,947	19

Who is our advocate in the Community?

We can also find out who are our advocates, supporters and people who help us amplify our message.
(Please Refer to Trends Report – Social Media Strategy Report 2018 Attachment No. 11)

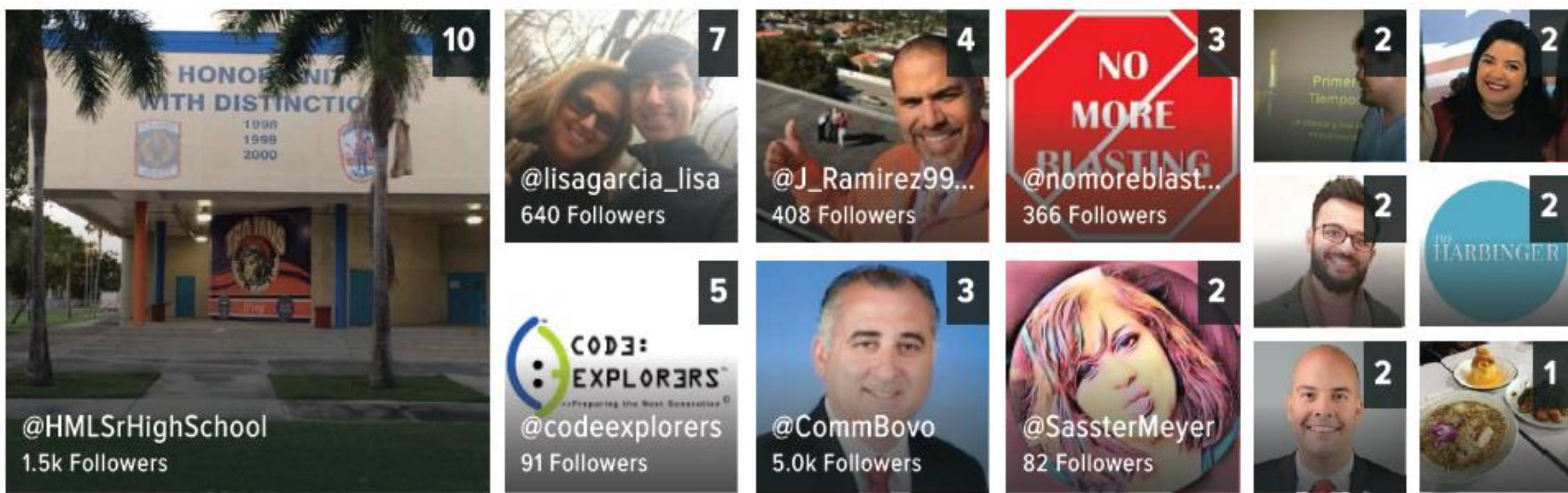
PEOPLE and BRANDS FREQUENTLY TALKING ABOUT @MiamiLakesNews



PEOPLE and BRANDS FREQUENTLY MENTIONED WITH @MiamiLakesNews



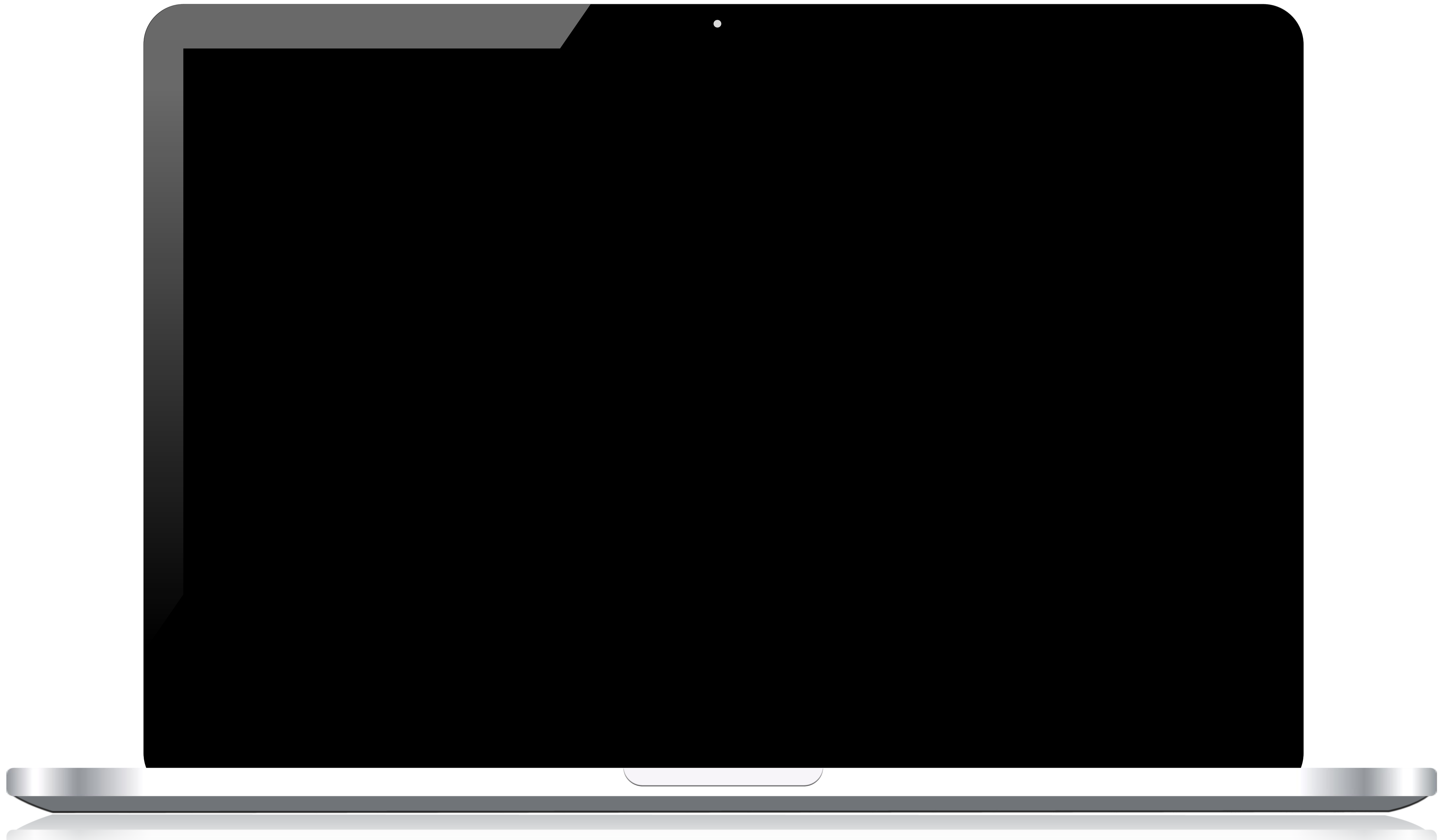
PEOPLE and BRANDS FREQUENTLY TALKING ABOUT @MiamiLakesNews



PEOPLE and BRANDS FREQUENTLY MENTIONED WITH @MiamiLakesNews

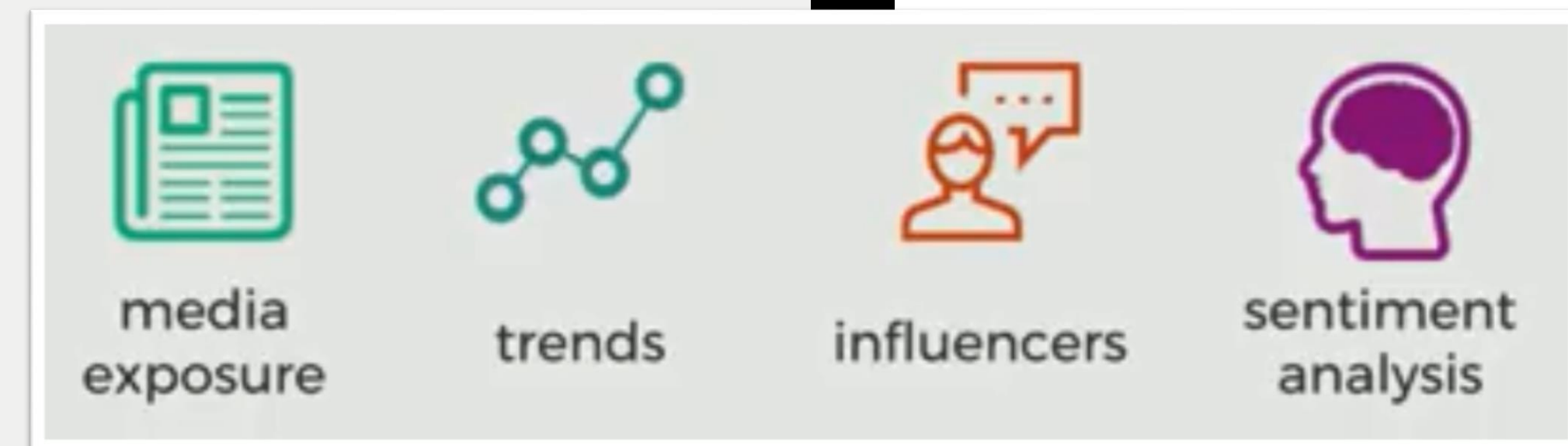
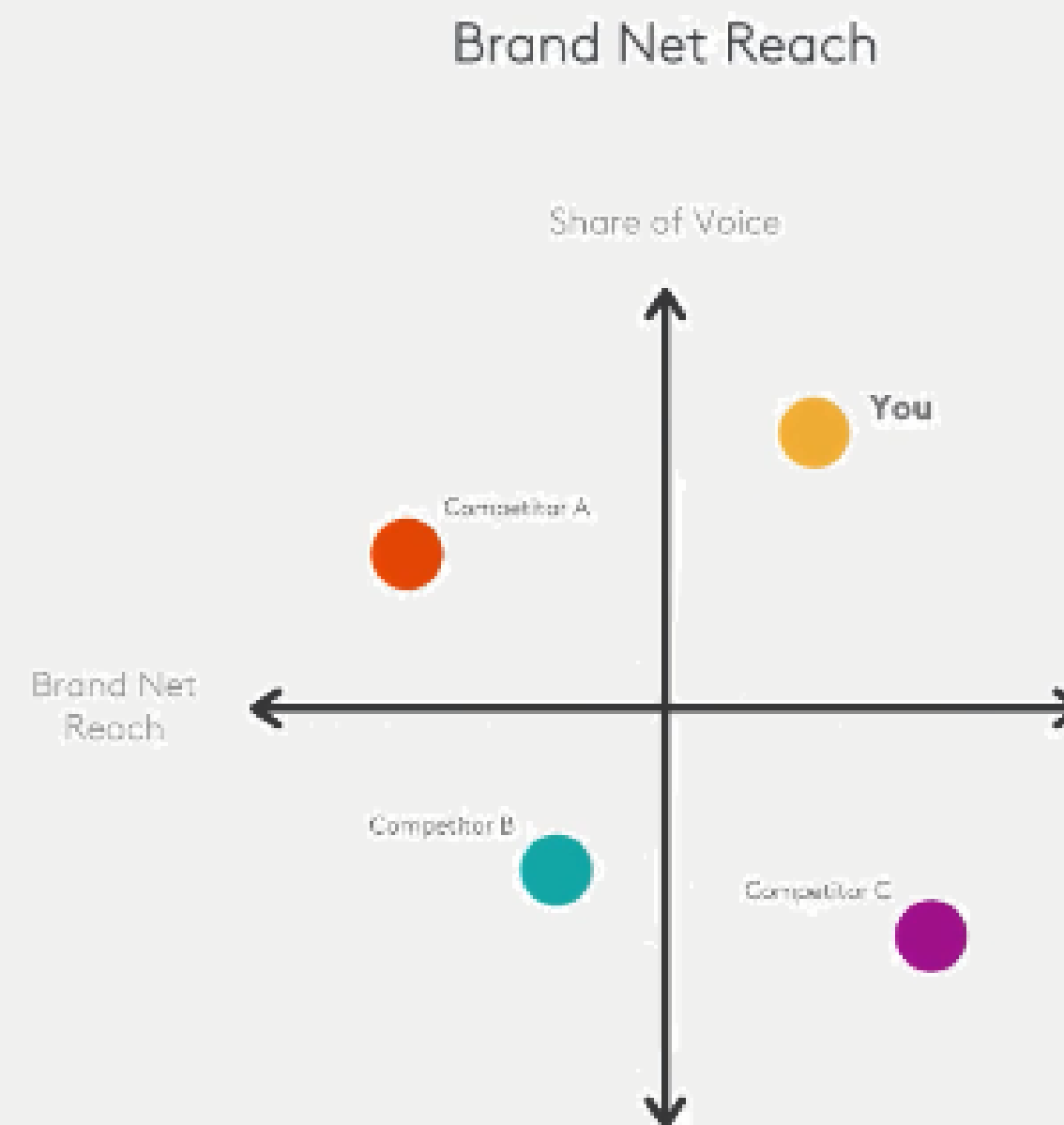


Please Play This Video: <https://vimeo.com/211580967/543fb50eb5>



Using Big Data & Artificial Intelligence

- **Inside Data** = Reporting on what we did in the past
- **Outside Data** = Discovering opportunities and strategies for future



Click here: https://www.youtube.com/watch?time_continue=84&v=MR5yynG5fnw

What this means for TML?



Miami Lakes | Press Coverage

87 results [Back to top](#)

PublicityInsider.com - Mediawebsite.net (19 other sources) • USA • [🔗](#)
Mar 22 • 6:57 am
Stock Review for Banking's Investors -- BankUnited, Citizens Financial, Synovus Financial, and United Bankshares
the link below. www.wallstequities.com/registration BankUnited **Miami Lakes**, Florida headquartered BankUnited Inc.'s stock finished
Reach 185 [Tag](#) • [Translate](#) • [Share](#)

El Nuevo Herald USA • Mar 21 • 7:21 pm [🔗](#)
Por sus actos los conocerán
décadas, para una agencia del gobierno. Por sus actos los conocerán, dice el libro más leído de la historia. Eric Artiles **Miami Lakes**
Reach 550k [Tag](#) • [Translate](#) • [Share](#)

HeraldTimesOnline.com (37 other sources) • USA • Mar 21 • 6:49 pm [🔗](#)
Who's going and who's skipping? Where Fla. lawmakers stand on Saturday's March for Our Lives
Saturday in Diaz-Balart's district, one in Doral and one in **Miami Lakes**. — UNCLEAR: President Donald Trump, Republican: The White House
Reach 30k [Tag](#) • [Translate](#) • [Share](#)

Miami Herald USA • Mar 21 • 6:46 pm [🔗](#)
This player helped Doral Academy defeat Monsignor Pace in baseball
, 2 RBI; Steven Torres 1-1, 2R, RBI. MS: 10-1. • Hialeah-**Miami Lakes** 15, North Miami Beach 9: WP: Yaquiel Aguilera, 3 IP, 3 Ks, 2H; Michael
Reach 5M [Tag](#) • [Translate](#) • [Share](#)

ArcaMax USA • Mar 21 • 6:14 pm [🔗](#)
Who's going and who's skipping? Where Fla. lawmakers stand on Saturday's March for Our Lives
marches happening Saturday in Diaz-Balart's district, one in Doral and one in **Miami Lakes**. ...continued swipe to next page « 1 2 3 » Vie...



BUDGET

Minimum Budget, Maximum Impact and Results

Table of Pricing

SOCIAL ADVERTISING	SOFTWARE	HARDWARE	FEEDBACK SOFTWARE
\$10,000	\$3,500	\$1,700	\$8,500
Social Media Ads	Basic Scheduling & Reporting	Camera	Receive feedback from residents
Geo-targeted Promotion	Analytics and automated reports	Lighting	Ability to spot issues & crime in specific areas
Measurable KPIs	Creative Suite for stock images	Microphone	Reports on trending news on Miami Lakes
Across Facebook, Instagram, Twitter, YouTube	Improve Productivity & Workflow	Miscellaneous	Database of Journalists, measures media effectiveness & reach

Thank You

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GlassmanC@MiamiLakes-FL.Gov

Tel: (979) 922 4451

Special thanks to:

- Alex Rey, Town Manager
- Andrea Agha, Deputy Town Manager
- Clarisell de Caredenas, Director Community Outreach
- Carmen Olazabal, Director CIP, Special Projects
- German Cure, Administrative Manager

Let's Implement!

This presentation is a part of a Social Media Strategy Report 2018 for the Town of Miami Lakes that includes all references and attachments to the data referenced in this presentation.





Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Funding allocation to improve school cameras at Bob Graham Education Center & Miami Lakes K-8 Center
Date: 4/3/2018



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Loch Lomand Special Taxing District
Date: 4/3/2018



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Alex Rey, Town Manager
Subject: Town Manager's Vacation
Date: 4/3/2018



Town of Miami Lakes Memorandum

To: Honorable Mayor and Councilmembers
From: Raul Gastesi, Town Attorney
Subject: Attorney's Reports
Date: 4/3/2018

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 \$2,080.00 which includes work performed through the month of March 2018. Partial reimbursement will be requested from the insurance carrier.

Will discuss a proposed offer of judgement, in accordance with Florida Rules of Civil Procedure.

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.

ADDITIONAL MATTERS:

1. Report on recent concerns regarding Minors serving on Town of Miami Lakes Committees.
2. Trademark and use of Town name and symbols.
3. Update on Town Manager Selection Process.